

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:  
THE ROMAN CATHOLIC DIOCESE OF  
ROCKVILLE CENTRE, NEW YORK,  
Debtor.

Chapter 11  
Case No. 20-12345 (MG)

**DECLARATION OF KAREN B. DINE IN SUPPORT OF MOTION OF THE  
OFFICIAL COMMITTEE OF UNSECURED CREDITORS PURSUANT TO SECTION  
105 FOR RELIEF FROM CONFIDENTIALITY AGREEMENT AND THE  
DECLASSIFICATION OF CERTAIN DOCUMENTS**

Pursuant to 28 U.S.C. § 1746, I, Karen B. Dine, hereby submit this declaration (the “Declaration”) under penalty of perjury:

1. I am of counsel at the law firm of Pachulski Stang Ziehl & Jones LLP with an office at 780 Third Avenue, 36<sup>th</sup> Floor, New York, NY 10017. I am duly admitted to practice law in the United States District Courts for the Southern and Eastern Districts of New York.

2. I submit this Declaration in support of the *Motion of the Official Committee of Unsecured Creditors Pursuant to Section 105 for Relief from Confidentiality Agreement and the Declassification of Certain Documents* (the “Motion”), filed concurrently herewith.

3. This Declaration is based upon my personal knowledge and review of the documents listed below.

4. Attached hereto as **Exhibit A** is a true and correct copy of the November 16-December 8, 2023 email chain between and among Karen B. Dine, Brittany M. Michael, Eric P. Stephens, Todd R. Geremia, and James Stang.

5. Attached hereto as **Exhibit B** is a true and correct copy of the letter from Christopher DiPompeo to Kenneth H. Brown and Gail S. Greenwood regarding “Consensual Preliminary Injunction of Select Cases,” dated December 1, 2023.

6. Attached hereto as **Exhibit C** is a true and correct copy of the transcript of the hearing held before the Bankruptcy Court on December 19, 2023.

Dated: January 2, 2024

*/s/Karen B. Dine*  
Karen B. Dine, Esq.

**EXHIBIT A**

## Janice Washington

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**From:** Karen B. Dine <kdine@pszjlaw.com>  
**Sent:** Friday, December 8, 2023 10:31 AM  
**To:** Stephens, Eric P.; Geremia, Todd R.  
**Cc:** James Stang; Brittany M. Michael  
**Subject:** RE: DRVC: Dispute Notice under Protective Order

Eric,

There is no deadline under the Confidentiality Agreement for the Committee to request the de-designation of documents. The Committee believes that de-designation of the documents is warranted at this point given the status of the case and ongoing state court actions. It is our understanding that now in the state court litigation, the Diocese is taking the position that it will need to undergo a new discovery process, including redactions for the CVA Claims Documents. The cost of such an effort will either be borne by the survivors in state court or through the bankruptcy case where the survivors have already effectively paid for the Debtor to do its review and redaction of those documents. It is the Diocese's burden ultimately to demonstrate the confidentiality of the documents, and, because the documents are already redacted, we do not believe that there is any legal justification for such documents to be considered confidential.

Far from favoring certain Committee State Court Counsel, the Committee seeks declassification precisely to enable all state court counsel access to those documents. The CVA Claims Documents are the documents that you said are the documents that would be discoverable in the state court actions, and have already been redacted to protect survivor pii and certain protected health information (we are not seeking de-designation of protected health information at this time, but, as we stated at the time the stipulation was entered, we do not believe such information is protected and all rights are reserved with respect to any challenge of the designation of the protected health information).

As you also know, the CVA Claims Documents were produced as part of a compromise in connection with the preliminary injunction and agreement to permit the stay of state court actions against non-debtor defendants. The Committee agreed to the stay, at least in part, because the ongoing production of the documents would limit the prejudice to the survivors from the stay of the state court actions. The Debtor now seeks to undo the purpose of this agreement by forcing state court plaintiffs to start from the beginning and prejudice them not only by further delay but charging a second time for work already paid for once. If that is how the process works, then no survivors would voluntarily agree to a stay of actions against non-debtor affiliates.

These materials were not produced subject to the mediation order and are not subject to any mediation privilege.

In order to preserve estate assets and minimize further expense to survivors, we ask that the Diocese reconsider its position. We reserve our rights to seek relief from Judge Glenn on this matter.

Additionally, with respect to the investigation of the access by the state court counsel of the files in Everlaw, we can run searches that identify searches run by particular attorneys during the requested time period. However, on further consideration and consultation with our client, we do not think there is a legitimate basis for providing such attorney-client and work-product privilege information even in connection with an *in camera* review. There are numerous reasons that state court counsel accessed those files in order to advise their clients on the committee including, but not limited to, evaluating the consequences to survivors from dismissal of the case or whether particular cases selected for insurance demands were appropriate in connection with the Committee's strategy in the case. In the absence of any evidence that any other state court counsel used information from Everlaw in violation of Confidentiality Agreement, the Committee does not see any basis for disclosing the results of the Everlaw search even to Judge Glenn particularly as

the Committee believes that providing this information may implicate Pachulski Stang Ziehl and Jones's attorney-client privilege with its clients.

At the status conference, Judge Glenn requested that we see if we can resolve the question of the Everlaw searches and investigation. Please let us know if you would like to meet and confer with respect to this issue.

**Karen B. Dine**

Pachulski Stang Ziehl &amp; Jones LLP

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Los Angeles | San Francisco | Wilmington, DE | New York | Houston

**From:** Stephens, Eric P. <epstephens@jonesday.com>**Sent:** Monday, December 4, 2023 4:48 PM**To:** Brittany M. Michael <bmichael@pszjlaw.com>; Geremia, Todd R. <trgeremia@JonesDay.com>**Cc:** James Stang <jstang@pszjlaw.com>; Karen B. Dine <kdine@pszjlaw.com>**Subject:** RE: DRVC: Dispute Notice under Protective Order

Brittany, as you know, the Diocese made its final production of CVA Claim Documents to the Committee on May 31, 2022, more than 17 months ago. In that time, and indeed at no point in this more than three year old case, has the Committee raised a concern that the Diocese was incorrectly or improperly designating entire swaths of CVA Claim Documents as Confidential Information pursuant to the Protective Order. Similarly, your email below provides no factual or legal basis for the "dispute" the Committee is purporting to raise, does not set out any ground pursuant to the Protective Order or any other authority for why the Committee believes all of the CVA Claims Documents have been improperly designated as Confidential Information, does not identify any specific document the Committee believes is inappropriately designated, and does not identify any problem that would be addressed by the mass de-designation the Committee is seeking.

In light of those facts, the Diocese does not agree that the CVA Claim Documents are no longer designated Confidential Information. As the Committee knows, those documents contain survivor personally identifying information, protected health information, and other confidential material that must remain protected. Furthermore, the timing and recent events surrounding the Committee's request suggest that it is not made in good faith. Instead, it appears to be an attempt to improperly assist certain, Committee-favored, state court counsel in various actions proceeding in state court before the Regional CVA Part for the Ninth and Tenth Judicial Districts. For the avoidance of doubt, the Diocese objects to any effort to try to abuse the Protective Order and other procedures put in place in this case to foster mediation and a global resolution, as a means to override or short-circuit the state court discovery process. As the Committee would have it, though, documents that were produced to foster mediation should now be stripped of all confidentiality

protection now that the mediators have determined the mediation is concluded. No party would enter into a mediation process if that's how things worked.

Of course, as we have throughout this case, if there are particular documents that the Committee seeks to have re- or de-designated for a particular purpose, we will consider those requests and respond on their individual merits. We are happy to meet and confer with you about any such request. As you know, the Diocese has agreed to plenty of re- and de-designation requests throughout the case and there's been no need for motion practice on these issues. And it would be wholly improper to engage in motion practice to address the sort of mass de-designation of the Diocese's bankruptcy and mediation document productions that the Committee seems to have in mind here.

Eric P. Stephens ([bio](#))

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**From:** Brittany M. Michael <[bmichael@pszjlaw.com](mailto:bmichael@pszjlaw.com)>

**Sent:** Thursday, November 16, 2023 7:51 PM

**To:** Stephens, Eric P. <[epstephens@jonesday.com](mailto:epstephens@jonesday.com)>; Geremia, Todd R. <[trgeremia@JonesDay.com](mailto:trgeremia@JonesDay.com)>

**Cc:** James Stang <[jstang@pszjlaw.com](mailto:jstang@pszjlaw.com)>; Karen B. Dine <[kdine@pszjlaw.com](mailto:kdine@pszjlaw.com)>

**Subject:** DRVC: Dispute Notice under Protective Order

Eric and Todd,

This email is sent in accordance with the Confidentiality Agreement and Protective Order Between the Debtor and Official Committee of Unsecured Creditors (Docket No. 320) (the "Protective Order"). Capitalized terms used and not otherwise defined are as defined in the Protective Order.

In accordance with paragraph 3 of the Protective Order, the Committee disputes the designation of the CVA Claim Documents, as produced to the Committee, as Confidential Information and requests that such documents no longer be designated as Confidential Information. Please let us know as soon as possible, but no later than 10 business days following this request, whether you agree that the CVA Claim Documents are no longer designated Confidential Information.

Many thanks,

Brittany

**Brittany M. Michael**

Pachulski Stang Ziehl & Jones LLP

Tel: 212.561.7700 | Cell: 310.488.8144

[bmichael@pszjlaw.com](mailto:bmichael@pszjlaw.com)

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\*\*\*This e-mail (including any attachments) may contain information that is private, confidential, or protected by attorney-client or other privilege. If you received this e-mail in error, please delete it from your system without copying it and notify sender by reply e-mail, so that our records can be corrected.\*\*\*

## **Exhibit B**

## JONES DAY

51 LOUISIANA AVENUE, N.W. • WASHINGTON, DC 20001.2113

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DIRECT NUMBER: +1.202.879.7686

CDIPOMPEO@JONESDAY.COM

December 1, 2023

**BY EMAIL**

Kenneth H. Brown  
Gail S. Greenwood  
Pachulski Stang Ziehl & Jones  
One Sansome Street, Ste. 3430  
San Francisco, CA 94104

Re: Consensual Preliminary Injunction of Select Cases  
*In re Roman Catholic Diocese of Rockville Centre, New York*

Dear Ken and Gail:

We write regarding various cases inadvertently listed in the Order Denying the Debtor's Motion for a Preliminary Injunction [Adv. Pro. 20-01226 Docket. No. 203] (providing in Exhibit A a list of the CVA Actions no longer subject to the PI) that are being actively litigated in the Regional CVA Part for the Ninth and Tenth Judicial Districts. While Eric Stephens and Jim Stang previously corresponded about a small number of these cases in which Jones Day continues to act as state court litigation counsel, following state court conferences this week, it appears the list is materially larger than previously understood.

There are two types of impacted cases: (i) those implicating Ecclesia insurance policies; and (ii) those in which the defendants include entities that are not separately incorporated from the Diocese of Rockville Centre. As these actions have been set for individual conferences this week in the Regional CVA Part, that Court as well as plaintiff and defense counsel have asked the Diocese to confer with the Committee and report back on how these cases should be treated going forward. Pursuant to that directive, and in light of the Committee's prior expressions of concern on this issue, we seek your agreement that the cases listed below should be restored to the consensual injunction.

In connection with the preliminary injunction motion, the Committee "recognize[d] that prosecution of ... claims that fall within" the insurance policies provided by Ecclesia Assurance Company, "could materially affect limits available to the Diocese," thereby implicating the automatic stay. Committee's Brief in Opp. Dkt. 170 ¶ 31, No. 20-01226-mg (Mar. 17, 2023). So the Committee did "not oppose an injunction of such State Court Actions." *Id.* The Committee also agreed that cases against the Debtor are automatically stayed, and did not seek to lift the stay as to those actions. Similarly, the Diocesan high schools (including St. Pius X Preparatory Seminary), as you know, are / were not separately incorporated but are / were Debtor entities.

We thus seek the Committee's agreement that the following cases remain subject to the consensual injunction and/or automatic stay and should be returned to the list of enjoined cases.

Cases covered by Ecclesia Assurance Company policies:

- Index No. 900261/2021
- Index No. 900235/2021
- Index No. 900160/2021
- Index No. 951159/2021
- Index No. 900369/2021
- Index No. 614400/2021
- Index No. 900398/2021
- Index No. 951160/2021
- Index No. 900146/2021
- Index No. 900041/2021
- Index No. 610849/2021

Cases against high schools that are not separately incorporated from the Diocese:

- Index No. 900307/2021
- Index No. 900363/2021
- Index No. 900403/2021
- Index No. 900095/2021
- Index No. 900099/2021
- Index No. 900094/2021
- Index No. 900144/2021
- Index No. 900269/2021
- Index No. 900289/2021
- Index No. 900344/2021
- Index No. 900147/2021

Notably, five of these cases are stayed on independent grounds: Index No. 900358/2021, due to the death of Plaintiff; and Index Nos. 900144/2021, 900269/2021, 900289/2021, and 900344/2021, due to the Order by the Delaware Court of Chancery in the Arrowood liquidation proceedings.

Please let us know at your earliest convenience if you agree or would like to discuss this.

Sincerely,

*/s/ Christopher DiPompeo*

Christopher DiPompeo

## **EXHIBIT C**



<p style="text-align: right;">Page 2</p> <p>1 HEARING re Jones Day's Ninth Interim Application for 2 Allowance of Compensation for Services Rendered and 3 Reimbursement of Actual and Necessary Expenses Incurred 4 During Retention Period from June 1, 2023 to September 30, 5 2023 for Jones Day, Debtor's Attorney, period: 6/1/2023 to 6 9/30/2023, fee:\$4,613,361.75, expenses: \$53,593.33. (Doc # 7 2647, 2673, 2686, 2731) 8 9 HEARING re Ninth Interim Application of Alvarez &amp; Marsal 10 North America, LLC for Allowance of Compensation for 11 Services Rendered and Reimbursement of Expenses Incurred as 12 Restructuring Advisor to the Debtor During the Period June 1 13 , 2023 Through September 30, 2023 for Alvarez &amp; Marsal North 14 America , LLC , Other Professional , period : 6/1 /2023 to 15 9/30/ 2023, fee:\$706,112.50, expenses: \$13,823.51. filed 16 by Alvarez &amp; Marsal North America, LLC . ( Doc # 2648, 2673, 17 2686, 2731) 18 19 HEARING re Ninth Application for Interim Professional 20 Compensation for Reed Smith LLP, Special Counsel, period: 21 6/1/2023 to 9/30/2023, fee:\$1 ,010,870.50, expenses: 22 \$153,662.18. filed by Reed Smith LLP. (Doc # 2649, 2670, 23 2686, 2731) 24 25 HEARING re Ninth Application for Interim Professional</p>	<p style="text-align: right;">Page 4</p> <p>1 HEARING re Informal Conference Request of the Committee re 2 Production of Documents 3 4 HEARING re Ninth Interim Application For Allowance Of 5 Compensation And Reimbursement Of Expenses By Berkeley 6 Research Group, LLC As Financial Advisor For The Period From 7 June 1, 2023 Through September 30, 2023 for Berkeley 8 Research Group, LCC, Other Professional, period: 6/1/2023 to 9 9/30/2023, fee:\$318,659.00, expenses: \$4,230.36. filed by 10 Berkeley Research Group, LCC. (Doc No. 2661, 2685, 2686, 11 2731) 12 13 HEARING re Sixth Application for Interim Professional 14 Compensation for services rendered and reimbursement of 15 actual and necessary expenses incurred for Forchelli Deegan 16 Terrana LLP, Special Counsel, period: 6/1/2023 to 9/30/2023, 17 fee:\$9,495.00, expenses: \$26.65. filed by Forchelli Deegan 18 Terrana LLP. (Doc # 2663, 2686, 2731) 19 20 HEARING re Ninth Interim Application For Allowance Of 21 Compensation And Reimbursement Of Expenses By Bums Bair LLP 22 As Special Insurance Counsel For The Period From June 1, 23 2023 Through September 30, 2023 for Bums Bowen Bair LLP, 24 Creditor Comm. Aty, period: 6/1/2023 to 9/30/2023, 25 fee:\$516,604.80, expenses: \$17,357.31. filed by Bums Bowen</p>
<p style="text-align: right;">Page 3</p> <p>1 Compensation for Professional Services Rendered and 2 Reimbursement of Expenses Incurred as Special Counsel to the 3 Debtor from June 1, 2023 through September 30, 2023 for 4 Nixon Peabody LLP. (Doc # 2650, 2670, 2686, 2731) 5 6 HEARING re Sixth Application for Interim Professional 7 Compensation for Services as Future Claims Representative 8 for Robert E. Gerber, Other Professional, period: 6/1/2023 9 to 9/30/2023, fee:\$86,240.00, expenses: \$448.41. filed by 10 Robert E. Gerber. (Doc # 2651, 2654, 2686, 2731) 11 12 HEARING re Ninth Interim Application For Allowance Of 13 Compensation And Reimbursement Of Expenses By Bums Bair LLP 14 As Special Insurance Counsel For The Period From June 1, 15 2023 Through September 30, 2023 for Bums Bowen Bair LLP, 16 Creditor Comm. Aty, period: 6/1/2023 to 9/30/2023, 17 fee:\$516,604.80, expenses: \$17,357.31. filed by Bums Bowen 18 Bair LLP. (Doc # 2652, 2654, 2686, 2731) 19 20 HEARING re Sixth Application for Interim Professional 21 Compensation for Services as Counsel to Future Claims 22 Representative for Joseph Hage Aaronson LLC, Other 23 Professional, period: 6/1/2023 to 9/30/2023, fee:\$9,810.00, 24 expenses: \$0. (Doc # 2653, 2654, 2686, 2731) 25</p>	<p style="text-align: right;">Page 5</p> <p>1 Bair LLP. (Doc # 2662, 2665, 2686, 2731) 2 3 HEARING re Ninth Interim Application For Allowance Of 4 Compensation And Reimbursement Of Expenses By Pachulski 5 Stang Ziehl &amp; Jones LLP As Counsel To The Official Committee 6 Of Unsecured Creditors For The Period From June 1, 2023 7 Through September 30, 2023 for Pachulski Stang Ziehl &amp; Jones 8 LLP, Creditor Comm. Aty, period: 6/1/2023 to 9/30/2023, 9 fee:\$3,933,595.25, expenses: \$880,996.95. filed by Pachulski 10 Stang Ziehl &amp; Jones LLP. (Doc # 2664, 2665, 2686, 2725, 11 2726, 2731) 12 13 HEARING re Ninth Application for Interim Professional 14 Compensation Quarterly Report For June 2023 through 15 September 2023 for Sitrick And Company Inc., Debtor's 16 Attorney, period: 6/1/2023 to 9/30/2023, fee:\$22,244.00, 17 expenses: \$0.50. (Doc # 2666, 2686, 2731) 18 19 HEARING re Amended Third Application for Interim 20 Professional Compensation for Lerman Senter PLLC, Special 21 Counsel, period: 6/1/2023 to 9/30/2023, fee:\$6,247.50, 22 expenses: \$0. (Doc # 2680, 2686, 2721, 2731) 23 24 HEARING re Corrected Motion Of The Official Committee Of 25 Unsecured Creditors Pursuant To Sections 105, 305 and 362 Of</p>

<p>1 The Bankruptcy Code To Permit Proceeding With Certain State 2 Court Actions And Temporary Suspension Of The Chapter 11 3 Case. (Doc# 2677 to 2679, 2681, 2710, 2711, 2712, 2713, 4 2727, 2729, 2730) 5 6 HEARING re Adversary proceeding: 20-01226-mg The Roman 7 Catholic Diocese of Rockville Centre, Ne v. ARK 320 DOE, et 8 al. Doc# 204 Notice of Hearing /Notice of Status Conference 9 in Connection with Discovery (related document(s)59) 10 11 HEARING re Doc# 2734 Notice of Agenda / Amended Agenda for 12 Matters Scheduled for December 19, 2023 at 2:00 p.m. 13 (Prevailing Eastern Time) (related document(s)2731) 14 15 HEARING re Doc# 2736 Notice of Agenda / Second Amended 16 Agenda for Matters Scheduled for December 19, 2023 at 2:00 17 p.m. (Prevailing Eastern Time) (related document(s)2734) 18 19 HEARING re Doc# 2735 Notice of Hearing /Notice of Status 20 Conference in Connection with Discovery 21 22 HEARING re Informal Conference Request. (Doc ## 320, 794, 23 2732) 24 25 Transcribed by: Sonya Ledanski Hyde</p>	<p>Page 6</p> <p>1 BURNS BAIR LLP 2 Special Insurance Attorneys for the Committee 3 10 E. Doty Street, Suite 600 4 Madison, WI 53703 5 6 BY: JESSE BAIR 7 8 PACHULSKI STANG ZIEHL JONES LLP 9 Attorneys for the Committee 10 10100 Santa Monica Blvd., Suite 1300 11 Los Angeles, CA 90067 12 13 BY: JAMES I. STANG 14 15 FORCHELLI DEEGAN TERRANA 16 Attorneys for the Debtors 17 333 Earle Ovington Boulevard, Suite 1010 18 Uniondale, NY 11553 19 20 BY: GERARD R. LUCKMAN 21 22 23 24 25</p>
<p>1 A P P E A R A N C E S : 2 3 NIXON PEABODY LLP 4 Attorneys for Nixon Peabody LLP 5 55 W 46th St 6 New York, NY 10022 7 8 BY: CHRIS DESIDERIO 9 10 PACHULSKI STANG ZIEHL &amp; JONES LLP 11 Attorneys for the Committee 12 780 Third Avenue, 34th Floor 13 New York, NY 10017 14 15 BY: KAREN DINE 16 17 JONES DAY LLP 18 Attorneys for the Debtor 19 250 Vesey Street 20 New York, NY, 10281 21 22 BY: ERIC P. STEPHENS 23 TODD GEREMIA 24 25</p>	<p>Page 7</p> <p>1 LERMAN SENTER PLLC 2 Attorneys for 3 2001 L Street NW, Suite 400 4 Washington, DC 20036 5 6 BY: STEPHEN CORAN 7 8 REED SMITH LLP 9 Special Insurance Counsel to the Debtor 10 599 Lexington Avenue 11 New York, NY 10022 12 13 BY: AARON JAVIAN 14 15 UNITED STATES DEPARTMENT OF JUSTICE 16 Attorneys for the U.S. Trustee 17 201 Varick Street, Suite 1006 18 New York, NY 10014 19 20 BY: GREG M. ZIPES 21 22 23 24 25</p>

<p>1 JONES DAY LLP 2 Attorneys for the Debtor 3 250 Vesey Street 4 New York, NY, 10281 5 6 BY: CORRINE BALL 7 ANDREW BUTLER 8 9 PACHULSKI STANG ZIEHL &amp; JONES LLP 10 Attorneys for 11 780 Third Avenue, 34th Floor 12 New York, NY 10017 13 14 BY: JAMES I. STANG 15 16 PFAU COCHRAN VERTETIS AMALA PLLC 17 Attorneys for Pfau Cochran Vertetis Amala PLLC 18 403 Columbia Street, Suite 500 19 Seattle, WA 98104 20 21 BY: JASON P. AMALA 22 23 24 25</p>	<p>Page 10</p> <p>1 P R O C E E D I N G S 2 THE COURT: Please be seated. All right. Good 3 afternoon. We are obviously here in the Roman Catholic 4 Diocese of Rockville Centre, 20-12345. I have the amended 5 agenda. 6 MR. BUTLER: Good morning, Your Honor. Andrew 7 Butler with Jones Day for the Debtor. 8 Your Honor, we filed a second amended agenda -- 9 THE COURT: We have the second-amended agenda. 10 MR. BUTLER: Docket Number 2736. We apologize for 11 the late addition, Your Honor. 12 The first items set on that hearing agenda are the 13 interim fee applications. We have two items after that, 14 both discovery items, and one of which will be handled by my 15 colleague, Mr. Stephens, and the other I believe by Ms. Dine 16 from the Pachulski firm. And then the Committee test case 17 motion after that. 18 On the interim fee applications, Your Honor, two 19 points to begin with. One, a global update, and then one, 20 an update for the Jones Day fee application in particular if 21 we go there next in the order of the agenda. 22 The global update -- and I'm happy for Mr. Zipes 23 to confirm this as well -- but my understanding is that Mr. 24 Zipes' office, the Office of United States Trustee, has 25 requested a ten percent continuing holdback for this fee</p>
<p>1 ALSO PRESENT: 2 3 CHARLES MOORE 4 PAUL SHIELDS 5 ROBERT E. GERBER 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>Page 11</p> <p>1 application going forward. And my understanding is that all 2 professionals have agreed to that consensually. And if Mr. 3 Zipes has anything to add, I'm happy to have him do so. 4 THE COURT: Well, Mr. Butler, we can talk about 5 this a little bit later. But not including this fee 6 application that I have in front of me, series of fee 7 applications today, I was strongly inclined to have a 50 8 percent holdback going forward. How long this is going 9 forward, I don't know. But this case is in terrible shape. 10 The Debtor has quite openly said it can't afford to continue 11 on. Fees are out of control. And I will come to this 12 after, but I came to the bench having in mind beginning with 13 the next round of fee applications a 50 percent holdback. 14 So if you want to go ahead with the applications, 15 we can. 16 MR. BUTLER: Thank you, Your Honor. That was the 17 global update on the holdback and then a specific update on 18 the Jones Day fee application. 19 Your Honor, often the United States Trustee 20 reviews our applications, discusses those interim 21 applications with us. We did that again on this round. The 22 United States Trustee's Office raised a number of issues 23 with us. We reviewed those issues with them, discussed 24 them, reviewed them internally, and have agreed to an 25 \$18,000 consensual reduction with the Office of the United</p>

<p style="text-align: right;">Page 14</p> <p>1 States Trustee for the Jones Day interim fee application.    2 That's for fees, not costs or expenses. We're thankful that    3 we're able to work that out with the Office of the United    4 States Trustee without a formal objection. I wanted to    5 recognize that and state so on the record.</p> <p>6 THE COURT: Mr. Zipes, if you could limit it to    7 the discussion of the Jones Day application, but I would    8 like to hear from you about your office's review of this    9 very large group of applications generally. We'll obviously    10 go through them individually. I have some questions on    11 several of them. So go ahead, Mr. Zipes, if you would.</p> <p>12 MR. ZIPES: Your Honor, as this Court is aware,    13 there's approximately nine interim fee applications that    14 have been filed in this case, and not for every professional    15 because some had not put in fee applications for every    16 interim --</p> <p>17 THE COURT: Yeah. There were some where the    18 applications were small, it was more cost-effective to hold    19 off and -- with some of them.</p> <p>20 MR. ZIPES: Yes. And, Your Honor, we did have    21 this discussion about the holdback. And I think that the    22 professionals are reluctantly agreeable to --</p> <p>23 THE COURT: I'm sure they're not agreeable to the    24 50 percent, but that's my -- well, we can talk about that    25 after.</p>	<p style="text-align: right;">Page 16</p> <p>1 indicated the consensual agreement of Jones Day for an    2 \$18,000 reduction. Are there other applications that we're    3 going to deal with today as to which there are also    4 consensual adjustments?</p> <p>5 MR. ZIPES: Your Honor, there aren't any that we    6 brought to any professional's attention, but we are    7 reviewing them. And we sort of send the emails not    8 necessarily connected to specific hearings saying we looked    9 at this fee application and had X, Y, and Z issues. So    10 professionals have been getting that throughout the    11 bankruptcy case.</p> <p>12 THE COURT: Okay.</p> <p>13 MR. ZIPES: I don't know if that answers your    14 question.</p> <p>15 THE COURT: I think it does for now. All right.    16 Mr. Butler, so the Jones Day application sought fees of    17 \$4,613,361.75 and expenses of \$53,593.33.</p> <p>18 MR. BUTLER: Yes, Your Honor.</p> <p>19 THE COURT: And you've indicated that your firm    20 has agreed to an \$18,000 reduction in the fees.</p> <p>21 MR. BUTLER: Yes, Your Honor. As well as a ten    22 percent holdback.</p> <p>23 MR. BUTLER: And the ten percent holdback. Does    24 anybody wish to be heard with respect to the Jones Day    25 application?</p>
<p style="text-align: right;">Page 15</p> <p>1 MR. ZIPES: But there are statements on the    2 record, as this Court noted. There's a cash problem and    3 this case has been going on. So I don't think, Your Honor,    4 we specifically discussed going forward, but it is a topic    5 of concern.</p> <p>6 THE COURT: Very much.</p> <p>7 MR. ZIPES: Yes. And, Your Honor, we do review    8 interim fees and try to get comments, but we don't    9 necessarily have comments to every fee application for every    10 hearing. So we try to get comments as we can. And this    11 Court doesn't necessarily get the benefit of some of the    12 back and forth, and probably rightfully so. But, Your    13 Honor, we do review fee applications for the standard things    14 like vague entries and time entries that don't comply with    15 the U.S. Trustee guidelines and case precedent in this court    16 and in the circuit.</p> <p>17 So, Your Honor, we do reserve our rights until the    18 end of the --</p> <p>19 THE COURT: The end of the case, yes.</p> <p>20 MR. ZIPES: -- case to review legal fees and    21 professional fees generally. And in some cases, it turns    22 out that the discussion is subsumed by lack of funds in the    23 case as well. So there's a certain balance on how much to    24 review on an interim basis versus --</p> <p>25 THE COURT: Let me just ask you. Mr. Butler has</p>	<p style="text-align: right;">Page 17</p> <p>1 All right, it is approved with those changes.</p> <p>2 MR. BUTLER: Thank you, Your Honor.</p> <p>3 THE COURT: So the next on my list, may not be the    4 same as yours, is the Alvarez &amp; Marsal application. Is    5 there someone who is going to speak to that? I should have    6 said the Jones Day application is ECF 2647. The Alvarez    7 application is 2678.</p> <p>8 MR. MOORE: Good afternoon, Your Honor. Charles    9 Moore for Alvarez &amp; Marsal.</p> <p>10 THE COURT: And so the application was for fees of    11 \$706,112.50 and expenses of \$13,823.51.</p> <p>12 MR. MOORE: That's correct.</p> <p>13 THE COURT: Just give me a second. All right.    14 Does anybody else wish to be heard with respect to the    15 Alvarez application?</p> <p>16 All right. It's approved subject again to the ten    17 percent holdback for this one. Okay?</p> <p>18 MR. MOORE: Thank you, Your Honor.</p> <p>19 THE COURT: Thank you very much. Next I have is    20 Reed Smith.</p> <p>21 MR. JAVIAN: Good afternoon, Your Honor. Aaron    22 Javian for Reed Smith, LLP. Can you hear me?</p> <p>23 THE COURT: Yes, I can. And the Reed Smith    24 application is ECF 2649. It seeks fees of \$1,010,870.50 and    25 expenses of \$22,910.93. It also seeks fees and expenses for</p>

<p style="text-align: right;">Page 18</p> <p>1 Debtor's consulting expert, KCIC LLC, of \$130,751.25. Go 2 ahead if you want to be heard.</p> <p>3 MR. JAVIAN: That's correct, Your Honor. I don't 4 have anything else to add to that other than that I am 5 available if Your Honor has any questions about the fee 6 application.</p> <p>7 THE COURT: Anybody else wish to be heard? All 8 right.</p> <p>9 So both the Reed Smith application and the KCIC 10 LLC applications are approved.</p> <p>11 MR. JAVIAN: Thank you, Your Honor.</p> <p>12 THE COURT: All right. Next on my list is Nixon, 13 ECF 2650. And Nixon Peabody is -- their application is at 14 ECF 2650. It seeks fees of \$273,698.50 and expenses of 15 \$647.59. Is someone to speak to the Nixon Peabody 16 application?</p> <p>17 MR. DESIDERIO: Good afternoon, Your Honor. Chris 18 Desiderio from Nixon Peabody. And that accurately reflects 19 the fee application for this period.</p> <p>20 THE COURT: All right. Does anybody else wish to 21 be heard with respect to the Nixon Peabody application? 22 It's approved as well.</p> <p>23 MR. DESIDERIO: Thank you, Your Honor.</p> <p>24 THE COURT: Next on my list is the sixth interim 25 application of the future claims representative. It's at</p>	<p style="text-align: right;">Page 20</p> <p>1 behalf on that. The Court's understanding of the figures is 2 correct. And once again, I will rest on the motion unless 3 the Court has any questions.</p> <p>4 THE COURT: All right. Does anybody wish to be 5 heard with respect to that application?</p> <p>6 All right, it is approved as well.</p> <p>7 Next is the ninth interim fee application of 8 Berkeley Research Group LLC. It's at ECF 2661 and it seeks 9 fees of \$318,659 and expenses of \$4,230.36. Who is going to 10 speak to that?</p> <p>11 MR. SHIELDS: Good afternoon, Your Honor. This is 12 Paul Shields from Berkeley Research Group. And that does 13 accurately reflect the amount sought.</p> <p>14 THE COURT: Does anybody else wish to be heard 15 with respect to the Berkeley Research? All right. It's 16 approved as well.</p> <p>17 MR. SHIELDS: Thank you, Your Honor.</p> <p>18 THE COURT: Thank you. Next is the sixth interim 19 fee application for Forchelli Deegan. And it's at ECF 2663 20 and it seeks fees of \$9,495 and expenses of \$26.65.</p> <p>21 MR. LUCKMAN: Good afternoon, Your Honor. Gerard 22 Luckman, Forchelli Deegan Terrana, special counsel to the 23 Debtor. That accurately reflects the application, Your 24 Honor, unless Your Honor has any questions.</p> <p>25 THE COURT: Anybody else want to be heard with</p>
<p style="text-align: right;">Page 19</p> <p>1 ECF 2651 and it seeks fees of \$86,240 and expenses of 2 \$448.41. Mr. Gerber?</p> <p>3 MR. GERBER: Yes. That's correct, Your Honor. 4 And I rest on the motion unless the Court has questions.</p> <p>5 THE COURT: Does anybody wish to be heard with 6 respect to the future claims representative application?</p> <p>7 All right. It's approved.</p> <p>8 Next is the sixth interim fee application of 9 Michael R. Hogan. It's at ECF 2652. Who is going to 10 present on that?</p> <p>11 MR. GERBER: I'm not sure if Mr. Hogan was able to 12 get on, Your Honor. But the \$7,990 that the Court mentioned 13 is the correct figure. He received no payments on account 14 of monthly fee statements that weren't large enough to 15 warrant the filing of.</p> <p>16 THE COURT: Right. So this one is, as I said, at 17 ECF 2652. He is the financial advisor to the future claims 18 representative. And again, it's \$7,990 in fees and no 19 expenses. Anybody wish to be heard?</p> <p>20 All right. It is approved.</p> <p>21 Next is the sixth interim fee application of 22 Joseph Hage Aaronson LLC. It's at ECF 2653. It seeks fees 23 of \$9,810 and no expenses.</p> <p>24 Mr. Gerber?</p> <p>25 MR. GERBER: Yes. I will speak on the firm's</p>	<p style="text-align: right;">Page 21</p> <p>1 respect to that?</p> <p>2 All right. It is approved as well.</p> <p>3 MR. LUCKMAN: Thank you, Your Honor.</p> <p>4 THE COURT: Next is the ninth interim application 5 of Pachulski Stang Ziehl &amp; Jones LLC as counsel to the 6 Committee. It's at ECF 2664 and it seeks fees of 7 \$3,933,595.25 and expenses of \$880,996.95. Mr. Stang?</p> <p>8 MR. STANG: Good afternoon, Your Honor. James 9 Stang, Pachulski Stang Ziehl &amp; Jones, appearing for the 10 firm.</p> <p>11 THE COURT: I have an issue that -- well, first 12 let me see whether anybody else wishes to be heard with 13 respect to the Pachulski application. Mr. Zipes?</p> <p>14 MR. ZIPES: Your Honor, I don't know if it's 15 appropriate at this time, but I did note that there was a 16 requirement that a letter be sent with expenses related to 17 the litigation, and that was sent to my office. I just 18 wanted to make the Court aware.</p> <p>19 THE COURT: Thank you, Mr. Zipes.</p> <p>20 I have -- for the most part, Mr. Stang, I don't 21 have a question except for one issue. And it involves your 22 firm and Burns Bair as well. And I will deal with that 23 issue. So I'm not giving my approval of the application 24 yet. Here's -- let me lay out this issue.</p> <p>25 The Court was presented with a group of motions</p>

<p style="text-align: right;">Page 22</p> <p>1 seeking to lift the automatic stay filed by certain 2 claimants for an order pursuant to 362(d) and Bankruptcy 3 Rule 4001(a) to allow the claimants to make settlement 4 demands on the diocese. The Committee filed a joinder, 5 which is at ECF 2488.</p> <p>6 I heard argument on those motions, which were 7 really carried by the committee, on October 23rd, 2023 and 8 entered an order denying the motions on October 24th, 2023. 9 Mr. Burns was the one who argue the motion here.</p> <p>10 When I reviewed the fee applications from the firm 11 and Burns Bair, I tried as best I could to identify the fees 12 that were charged for the motions that -- I mean the gist of 13 the motions was seeking to compel the Diocese -- allow the 14 Claimants to provide a demand, a settlement demand for the 15 Diocese to give to the insurers. And I would describe the 16 strategy, the motion, as concocted, misguided strategy by 17 the committee. An absolute waste. I denied the motion from 18 the bench. I entered the order the next day.</p> <p>19 When I asked the question what prevents you from 20 having your clients make -- having the Claimants make a 21 demand? And the answer was nothing. I'm still waiting to 22 see that. I don't know. There have been some updates as to 23 whether or not those demands have ever been made.</p> <p>24 MR. STANG: I can give you that --</p> <p>25 THE COURT: Just let me finish. I'm venting.</p>	<p style="text-align: right;">Page 24</p> <p>1 pushed so it was made in October. So I don't think I've 2 seen the last of what you would dare put in a fee 3 application for it.</p> <p>4 But I am appalled. There are so many difficult 5 issues in this case that you've all worked so hard for. And 6 it costs a lot of money. That's not one of them. It wasn't 7 even close. So you stand there to bear the brunt of my 8 diatribe about it. And Mr. Burns made the argument and, you 9 know, he's special insurance counsel.</p> <p>10 Well, I can tell you what I'm going to do now is 11 I'm ordering the two firms to submit declarations by January 12 3rd that specifically identify the time entries and fee 13 amounts sought in connection with the motions. And I 14 couldn't parcel it from your firm, Mr. Stang. As best I 15 could tell form Burns Bair, it was \$84,366. It's being 16 disallowed. I've already prepared a written order I may 17 mark up a little bit explaining what the standards are that 18 the Court is supposed to apply in reviewing fee 19 applications.</p> <p>20 Mr. Stang, this obviously has been a really 21 expensive case. On the whole I think your firm has done 22 excellent work. And you had the misfortune of standing up 23 first to hear me vent about it.</p> <p>24 MR. STANG: Your Honor, both of us represent the 25 Committee. So I'm not going to put this all on Mr. Bair.</p>
<p style="text-align: right;">Page 23</p> <p>1 It was an utter, complete waste of time. And 2 while you didn't carry the laboring -- when I say you, your 3 firm didn't carry the laboring oar on it, I tried to 4 identify what if any fees your firm was charging in 5 connection with that motion -- motions. There were separate 6 motions filed by claimants, but the real gist of it was the 7 joinder filed by the Committee, and Mr. Burns argued that. 8 So I don't know how much responsibility you and 9 your firm bear for that, whether we charged anything in 10 connection with it. I don't know whether you can tell me 11 offhand or not.</p> <p>12 MR. STANG: I would have the breakdown for Your 13 Honor, but we will attempt to do that.</p> <p>14 THE COURT: So I don't know, is Mr. Burns here or 15 is he on the...</p> <p>16 MR. STANG: Mr. Bair is here.</p> <p>17 THE COURT: Mr. Bair is here. So you'll bear my 18 ire when you stand.</p> <p>19 You know, whatever you may think, I think I've 20 bene pretty reserved throughout this case. There's lots of 21 difficult issues. This was a joke. And in going through 22 your firm's fees, you identified \$84,366.60. That doesn't 23 include the argument, not that the argument was really 24 extensive, because the fee period cut off in September and 25 we didn't -- the argument had gotten adjourned and it got</p>	<p style="text-align: right;">Page 25</p> <p>1 Our time is what it would be for the declaration. 2 But --</p> <p>3 THE COURT: Well, you're not going to charge for 4 the declaration.</p> <p>5 MR. STANG: I'm not going to sidestep answering 6 your -- or responding to what you said just because Mr. Bair 7 is special insurance counsel.</p> <p>8 MR. BAIR: And I'm happy to respond.</p> <p>9 THE COURT: Yeah, and I'm going to have you.</p> <p>10 So, look, I'm not going to give final approval of 11 your fee application until I know how much of anything needs 12 to be deducted from it. Or you could talk to Mr. Zipes if 13 there is an amount and agree on a voluntary reduction for 14 this. And let me be clear, anything having to do with that 15 motion is coming out, is not getting approved. And I 16 suspect because they are special insurance counsel that they 17 have -- you know, it -- Mr. Burns thought it was a great 18 motion. Okay, I'm finished venting.</p> <p>19 MR. STANG: Your Honor, the professionals' concern 20 was that making a demand upon the Debtor -- and by the way, 21 at some point I think the Debtor said the Committee made the 22 demands. The Committee did not make the demands.</p> <p>23 THE COURT: All right, the claimants.</p> <p>24 MR. STANG: It was state court counsel made the 25 demands. But in speaking with them, it was part of a larger</p>

<p style="text-align: right;">Page 26</p> <p>1 strategy on how to put pressure on the insurance companies.    2 We felt -- we were concerned that because the insurance    3 policies are property of the estate that putting that demand    4 on the Debtor, who we hope has communicated with its    5 carriers as to whether they're going to pay those demands    6 and if not, why not, could be a violation of the stay.    7 Now, Your Honor, I understand -- I was at the --    8 if I wasn't at the hearing, I was attending it. I heard    9 what you had to say.</p> <p>10 THE COURT: You were on the screen.</p> <p>11 MR. STANG: We've been reminded of your    12 characterization of the motion by Debtor's counsel. You are    13 going to see that in a slide presentation they're going to    14 put on today. But we had a legitimate concern. And you    15 didn't.</p> <p>16 THE COURT: So why didn't you just come and say    17 that, Judge, we think that -- and I said it at the hearing.    18 I asked the question. I said is there anything that stops    19 you from making a demand, a settlement demand? No, of    20 course the automatic stay doesn't stop you from making a    21 settlement -- they can ignore it. They can do what they    22 want.</p> <p>23 MR. STANG: They could also seek sanctions against    24 us for violating the stay.</p> <p>25 THE COURT: For making a settlement demand? I</p>	<p style="text-align: right;">Page 28</p> <p>1 insurance counsel on behalf of the Committee. And Your    2 Honor correctly reported the figures.</p> <p>3 THE COURT: Well, when I -- when you say I    4 correctly reported the -- I correctly reported what your fee    5 application is. I told you my clerks and I did the best we    6 could in trying to isolate out how much you were charging    7 for the joinder. What it was a joinder. And we saw it as    8 \$84,366.60. I don't know whether we missed something or put    9 something in there that we shouldn't have.</p> <p>10 MR. BAIR: I don't know offhand, Your Honor. We    11 would have to take a look at that.</p> <p>12 THE COURT: Okay.</p> <p>13 MR. BAIR: I don't have a sense of -- that very    14 well could be accurate, Your Honor.</p> <p>15 THE COURT: Well, again, the order I'm going to    16 enter is going to require that you file a declaration by    17 January 3rd (indiscernible) Debtor, but...</p> <p>18 MR. BAIR: Your Honor, if I may could I have a    19 moment to lay the background of the motion?</p> <p>20 THE COURT: Sure. You can.</p> <p>21 MR. BAIR: And I appreciate Your Honor's ruling.</p> <p>22 THE COURT: Well, I ruled on the motion right    23 away.</p> <p>24 MR. BAIR: Yes.</p> <p>25 THE COURT: It was the next day when I entered the</p>
<p style="text-align: right;">Page 27</p> <p>1 don't think so.</p> <p>2 MR. STANG: Well, a demand that was then going to    3 be conveyed to the carriers that could have affected    4 property of the estate given the nature of these policies.</p> <p>5 THE COURT: Well, if the Debtor receives a demand,    6 I think they're obligated under the policy to pass it on to    7 the insurance company. I mean, it really isn't rocket    8 science. I've had enough to say about this.</p> <p>9 MR. STANG: Okay. Your Honor, we will submit the    10 declaration and --</p> <p>11 THE COURT: Let's put it this way. The sooner you    12 submit the declaration, the faster I will approve your fees.</p> <p>13 MR. STANG: Given the time difference, accounting    14 will be working on it today. Thank you, Your Honor.</p> <p>15 THE COURT: Okay. Your turn.</p> <p>16 So the ninth interim fee application of Burns Bair    17 LLP as special insurance counsel to the Unsecured Creditors'    18 Committee. It's at ECF 2662. It seeks fees of \$516,604.80    19 and expenses of \$17,357.31, which reflects a reduction of    20 \$1,808.80 for two flights that were incorrectly included in    21 the September invoice.</p> <p>22 MR. BAIR: That's correct, Your Honor.</p> <p>23 THE COURT: So make your appearance and then    24 we'll...</p> <p>25 MR. BAIR: Yes, Your Honor. Jesse Bair, special</p>	<p style="text-align: right;">Page 29</p> <p>1 order. I was gentle about it at the time. I've only had    2 steam coming out of my ears since, particularly by the fee    3 applications.</p> <p>4 MR. BAIR: Thank you, Your Honor. By way of    5 background, we represent certain committees in these cases    6 around the country as special insurance counsel. And so in    7 the Rochester Diocesan bankruptcy, the Committee in that    8 case served a number of demand letters. There's one non-    9 settling insurer in that case. And so as a way to hopefully    10 move that case forward towards potentially one day a global    11 resolution, the Committee there sent a series of demand    12 letters to that insurance company. That insurance company    13 responded in part by asserting that the automatic stay    14 applied and that those letters were in violation of the stay    15 such that those demands were ineffective.</p> <p>16 That issue was never brought before the Court, but    17 that was the response from the carriers. And so --</p> <p>18 THE COURT: All you had to do was at one of the    19 many hearings in the case, Judge, we would like to serve a    20 demand -- or the claimants would like to serve a demand and    21 we're uncomfortable -- we had this experience in Rochester,    22 and I would have done exactly what I did when I heard the    23 motion. First, I would have asked the Debtor -- I mean,    24 they said at that hearing make a demand. You know?</p> <p>25 MR. BAIR: Thank you, Your Honor.</p>

<p style="text-align: right;">Page 30</p> <p>1       THE COURT: And we wouldn't have incurred that 2 \$84,000-plus in fees on a worthless motion.</p> <p>3       MR. BAIR: I appreciate that, Your Honor. After 4 the -- unfortunately, after the Rochester events took place, 5 a decision was made in the Syracuse case to seek relief. 6 Given CNA's position in Rochester, the Committee in Syracuse 7 wanted to ensure that the demands would be effective.</p> <p>8       THE COURT: Well, but the demand you made is to 9 the Debtor, not to the insurance company.</p> <p>10      MR. BAIR: Understood. And we actually agree with 11 Your Honor's ruling that the stay doesn't prohibit these 12 demands. But unfortunately in Syracuse, the judge in that 13 case ruled against the Committee and held that the automatic 14 stay did apply to prohibit the demands. And so --</p> <p>15      THE COURT: A demand on the Debtor?</p> <p>16      MR. BAIR: Correct, Your Honor. And so we lost 17 that decision unfortunately to some of the insurance 18 carriers.</p> <p>19      And so after the Syracuse decision came out -- and 20 we had dialogue with the Debtor on this -- the Debtor had 21 the view, which turned out to be correct in Your Honor's 22 opinion, that the automatic stay didn't apply. However, as 23 the Committee, we felt we were in a position --</p> <p>24      THE COURT: All you've got to do is ask me. And I 25 would have turned to the Debtor and said do you have an</p>	<p style="text-align: right;">Page 32</p> <p>1 court lawyers were not able to connect with that client, so 2 that one is still pending. But there are 14 that have been 3 sent. The responses to those are to our knowledge currently 4 due either at the end of this month or early January. We 5 don't have insight into what the Debtor has done, but we 6 assume, acting as a reasonably prudent insured, they would 7 have requested their carriers pay those demands. And 8 obviously --</p> <p>9       THE COURT: Well, they don't want to blow their 10 coverage, so they're going to make sure that they let the 11 insurers know there's a demand.</p> <p>12      MR. BAIR: We would hope so, Your Honor. And so 13 obviously we are respectful of Your Honor's decision. We 14 will of course abide by that. But I did want to provide the 15 background of the reason the Committee felt that we were 16 forced to bring the motion was the negative decision in the 17 other New York Diocesan case that we -- at least at the time 18 as the Committee did feel comfortable, you know, not seeking 19 relief given the order where we lost. Obviously Your Honor 20 had a different view of that. And we are grateful we were 21 able to send the demands. We were not able to send them in 22 Syracuse. And so that's why we filed the motion. Your 23 Honor will give that justification whatever weight he deems 24 appropriate.</p> <p>25      THE COURT: I'm telling you, you're not getting</p>
<p style="text-align: right;">Page 31</p> <p>1       objection to serving a demand on -- some of the demands on 2 here. You said you did that and they told you no. So 3 instead you spent \$85,000 on a motion.</p> <p>4       MR. BAIR: Obviously we will abide by Your Honor's 5 ruling. I just wanted to inform the Court about the 6 background that informed why this occurred.</p> <p>7       So after the Syracuse ruling, we felt that if we 8 made demands, the insurance carriers would take the 9 position, which they did in the motions, that those demands 10 would violate the automatic stay and, as Mr. Stang pointed 11 out, potentially seek remedies as a violation of that and/or 12 state that the demands were ineffective.</p> <p>13      In the insurance company's responses to our 14 motion, which were quite voluminous -- they filed a number 15 of them -- the Syracuse decision was attached, a transcript, 16 to those decisions. And so again, Your Honor, we were 17 pleased with your ultimate decision that allowed the state 18 court counsel to ultimately send the demand letters.</p> <p>19      THE COURT: How many demand letters have been 20 sent? Because I had asked about this at another hearing. 21 Well, we're still kind of working on it.</p> <p>22      MR. BAIR: So of the originally 38, a number of 23 them were Arrowood cases. And so there are 14 LMI 24 interstate demands that have been sent to date. We thought 25 there was one more, but we have now learned that the state</p>	<p style="text-align: right;">Page 33</p> <p>1 paid for the motion.</p> <p>2       MR. BAIR: Okay, understood.</p> <p>3       THE COURT: This case obviously was before Judge 4 Chapman before it moved in front of me. One of the things 5 I've always tried to make clear -- and we've had a number of 6 status Zoom conferences -- if you have an issue and you 7 can't -- first approach the Debtor. And if you agree, well, 8 we'll put it in a letter. And if you can't, you can request 9 a conference. And I'll usually have within a day or two and 10 resolve it. And if I heard both sides, if the Debtor took 11 the position no, they can't do this and your position was 12 you should, (indiscernible) the motion. Okay.</p> <p>13      MR. BAIR: I don't have anything further unless 14 Your Honor has any questions.</p> <p>15      THE COURT: This is -- you know, it was a big 16 enough piece of the total fee application that was filed 17 that maybe got me on a bad day. But it just -- it's kind of 18 been chewing at me for awhile.</p> <p>19      Okay, Mr. Stang?</p> <p>20      MR. STANG: Your Honor, I just wanted to 21 supplement or emphasize something Mr. Bair said. It would 22 be one thing where the Debtor says it's okay, we're not 23 going to assert a stay violation. But the insurance 24 carriers said this is essentially null and void because it 25 violates the stay.</p>

<p style="text-align: right;">Page 34</p> <p>1       THE COURT: Ask for a conference and we'll have a 2 quick conference and you'll get a quick answer and you won't 3 spend \$85,000 writing a motion.</p> <p>4       MR. STANG: I just wanted to point out this isn't 5 a two-party issue. It's a multi-party issue with insurance 6 companies who said --</p> <p>7       THE COURT: I'm the judge.</p> <p>8       MR. STANG: You are the judge. And we communicate 9 to you through motions. And occasionally --</p> <p>10      THE COURT: Well, yes, with conferences. And 11 we've had conferences.</p> <p>12      MR. STANG: I understand. I would be stunned and 13 surprised --</p> <p>14      THE COURT: I do conferences -- everybody should 15 know, I think other than one session where everyone agreed, 16 the U.S. Trustee was here and we had an off-the-record 17 discussion at some point. But otherwise, everything else is 18 on the record. That's my typical...</p> <p>19      MR. STANG: I would be loath to speculate whether 20 the insurance carriers would ask you for permission to brief 21 the issue of whether that demand was enforceable when the 22 Debtor communicated it to them without stay relief. But 23 Your Honor --</p> <p>24      THE COURT: Look, as you know, I wasn't a 25 bankruptcy lawyer. But I did practice law for 34 years as a</p>	<p style="text-align: right;">Page 36</p> <p>1 the subject we just finished discussing is sort of embedded 2 in that or not.</p> <p>3       MR. STANG: Your Honor, we will review the bill in 4 total and not just the category that might have encompassed 5 it.</p> <p>6       THE COURT: Mr. Zipes, did you have any issues 7 about the Pachulski Stang application?</p> <p>8       MR. ZIPES: Your Honor, my office is frankly still 9 reviewing this one and the -- we are going to offer comments 10 not necessarily in conjunction with this fee hearing. So as 11 everything is (indiscernible).</p> <p>12      THE COURT: Okay. All right. So I've asked all 13 my questions on it. I'll wait to see what your response is 14 on this. Okay.</p> <p>15      Next is Sitrick and Company. The application is 16 at ECF 2666. Fees of \$22,244 and 50 cents in expenses. I 17 don't even need to hear this, but it's approved.</p> <p>18      Last is the amended third interim application of 19 Lerman Senter PLLC. It's at ECF 2721. It seeks fees of 20 \$4,141, no expenses.</p> <p>21      Is there someone from the firm in attendance?</p> <p>22      MR. CORAN: Yes, Your Honor. Steven Coran here 23 for Lerman Senter.</p> <p>24      THE COURT: Okay. It's a small amount in the 25 scheme of things, but I want to remind you to use project</p>
<p style="text-align: right;">Page 35</p> <p>1 litigator and I actually spent -- it wasn't the majority of 2 my time, but was involved in insurance coverage litigation, 3 and usually on the side of the insurers. So I am not a 4 total neophyte when it comes to insurance coverage issues. 5 Enough said on the subject.</p> <p>6       MR. STANG: Okay. Thank you, Your Honor.</p> <p>7       MR. BAIR: Anything further, Your Honor?</p> <p>8       THE COURT: No.</p> <p>9       MR. BAIR: Thank you.</p> <p>10      THE COURT: Next is the sixth interim fee 11 application of Forchelli Deegan Terrana LLP. It's at ECF 12 2663. It's application fees of \$9,495 and expenses of 13 \$26.65. Is there a representative of the firm?</p> <p>14      MR. BUTLER: Your Honor, Andrew Butler with Jones 15 Day for the Debtor. I believe Mr. Luckman already addressed 16 this with Your Honor.</p> <p>17      THE COURT: Yeah. It was -- it's approved. It's 18 approved. Let me get back to where I was.</p> <p>19      Mr. Stang, from my notes just to come back to -- I 20 don't know whether your firm has fees. What raised 21 questions for me is I didn't know whether it is included in 22 this category. You have a summary of hours and fees 23 organized by task. And for insurance litigation it was 24 \$111,980.50. (indiscernible) insurance litigation not 25 involving this. I didn't know whether anything relating to</p>	<p style="text-align: right;">Page 37</p> <p>1 billing categories as required by the Southern District 2 amended guidelines. Okay. I'm approving it.</p> <p>3       MR. CORAN: Thank you.</p> <p>4       THE COURT: All right. That concludes the fee 5 applications.</p> <p>6       All right, Mr. Butler, are you running the show 7 today or one of your colleagues?</p> <p>8       MR. BUTLER: Thank you, Your Honor. Nothing 9 further for the fee applications. I believe Mr. Stephens 10 will be addressing the discovery items.</p> <p>11      THE COURT: Okay. Mr. Stephens? Sure.</p> <p>12      MR. STEPHENS: Good afternoon, Your Honor. Eric 13 Stephens of Jones Day on behalf of the Debtor. Very 14 briefly, Your Honor.</p> <p>15      You will recall that at the last conference and 16 hearing on this matter on November 28th, the Court directed 17 that there be an examination of the Everlaw database in 18 connection with breaches of protective order.</p> <p>19      Following that directive, we have met and 20 conferred with the Committee and they have informed us that 21 they do not intend to comply with that directive even to 22 provide the Court with reports of Everlaw activity in- 23 camera. We would simply ask that they comply with the 24 Court's directive at the last hearing.</p> <p>25      THE COURT: And I read -- Mr. Amala, I see him on</p>

<p>1 the screen. I read his declaration. I guess I saw it 2 today. I don't know if it was filed today. Do you have 3 more issues with Mr. Amala?</p> <p>4 MR. STEPHENS: I think, Your Honor, the 5 declaration itself doesn't address the conduct that we 6 raised with him. It doesn't mention state court litigation 7 or the subpoena.</p> <p>8 THE COURT: Sure it does.</p> <p>9 MR. STEPHENS: I didn't see references to the 10 state court subpoena or state court litigation in the 11 declaration. But we are not seeking any amended 12 declaration.</p> <p>13 THE COURT: Okay. Mr. Amala, do you want to be 14 heard?</p> <p>15 MR. AMALA: I don't, Your Honor, other than I 16 would be there in-person, Your Honor, if this was filed on 17 Friday. So apologies I am not there in-person. And I also 18 don't know if I look as weird on your screen as I look on 19 mine. I don't know why that's happening. But anyways, I 20 apologize I'm not there in person, Your Honor, even though I 21 don't have anything to offer. I would have been there in- 22 person. Thank you.</p> <p>23 THE COURT: Anything you want to add to what's in 24 your declaration?</p> <p>25 MR. AMALA: I don't, Your Honor.</p>	<p>Page 38</p> <p>1 is, which is that if there's a use that was not permitted or 2 not contemplated, that the Committee will assist the Diocese 3 in remedying such use or disclosure, which we think has been 4 addressed as to Mr. Amala.</p> <p>5 We don't believe that the reports that the Debtor 6 has asked for are permissible under the order. Because what 7 they're looking for, without any even smoke, is to find out 8 if state court counsel has violated the terms of the 9 confidentiality agreement.</p> <p>10 THE COURT: I didn't see this in any writing that 11 you filed with the Court to explain why you say they're not 12 supposed to be able to -- did you?</p> <p>13 MR. STANG: No, Your Honor.</p> <p>14 THE COURT: That's the usual way one responds, is 15 by -- it could have been a very short pleading that just 16 recited -- I would have gone back and I would have looked -- 17 confirmed that the confidentiality order has the language 18 you've read to me.</p> <p>19 MR. STANG: Your Honor, we -- if you want us to, 20 we will do that.</p> <p>21 THE COURT: I want this to go away.</p> <p>22 MR. STANG: I want it to go away too. Because, 23 frankly, I don't know if there's any there there, and the 24 Debtor has not shown us if there's any there there except 25 for Mr. Amala, who has made the offers he has made to you in</p>
<p>1 THE COURT: Okay. Does somebody from the 2 committee want to address the issue about providing the logs 3 for in-camera review?</p> <p>4 MR. STANG: Thank you, Your Honor. James Stang, 5 Pachulski Stang Ziehl &amp; Jones for the Committee.</p> <p>6 Your Honor, at the hearing, we were caught -- 7 caught is not the right word. We didn't expect that 8 discussion regarding Everlaw. And the comments that we 9 made, I hope you'll consider that it was kind of on the fly. 10 But we went back and thought about and studied what rights 11 people had under the confidentiality agreement, which is at 12 Docket Number 320.</p> <p>13 And reading that carefully, Paragraph 6 and 14 Paragraph 10 of the confidentiality order provide for what 15 the Debtor is allowed to see in the context of the Everlaw 16 reports and what the remedies are if there has been an 17 impermissible use of the information. And specifically 18 Paragraph 6 of the order says that the Diocese -- that any 19 information that is conveyed to the Diocese should not track 20 or record the access of confidential information or 21 otherwise notify the Debtor or any other party that a 22 recipient has accessed confidential information from the 23 Everlaw format. It doesn't say Everlaw format, it says from 24 such format.</p> <p>25 And then Paragraph 10 spells out what the remedy</p>	<p>Page 39</p> <p>1 his declaration.</p> <p>2 THE COURT: Let me ask this. Did you call Mr. 3 Stephens and say here's the language in the confidentiality 4 order, we don't believe you are entitled to receive it under 5 these circumstances. Did you do that?</p> <p>6 MR. STANG: Your Honor, I'm going to have to turn 7 to -- I personally did not.</p> <p>8 THE COURT: Did anybody?</p> <p>9 MR. STANG: I do not know that Ms. Dine or Ms. 10 Michael did that.</p> <p>11 MS. DINE: Your Honor, Karen Dine, Pachulski Stang 12 Ziehl &amp; Jones. We did send a note. Mr. Stephens I believe 13 attached it to the letter in which we explained why we did 14 not think that doing the Everlaw searches was a reasonable 15 request. I don't know that we cite it in there, that 16 paragraph. And I know we mentioned it this morning when we 17 had a meet and confer on the next conference issue with Mr. 18 Stephens. But I don't think in our response to them to the 19 Debtor to let them know that we did not think that the 20 searches were appropriate, that we specifically referenced 21 that portion of the confidentiality agreement. But I should 22 say we did raise it with them, and as you heard, they 23 believe that we should go forward. And they were 24 considering making a motion for a protective order, but they 25 asked for this conference.</p>

<p style="text-align: right;">Page 42</p> <p>1       MR. STANG: Your Honor, to be frank, one of our 2       colleagues went back over the last couple of days and really 3       reread the confidentiality order and saw the two provisions 4       that I quoted to you. But we did tell the Debtor that we 5       thought that the disclosures they wanted would violate work 6       product privilege and potentially the attorney-client 7       privilege. That was communicated to them. But this part 8       about the two provisions is something that one of my 9       colleagues -- who was involved with the preliminary 10      injunction hearing just as an aside -- went back and really 11      read it. And she said, look, there are these two provisions 12      in here. And so we had not raised it with them before.</p> <p>13      THE COURT: Okay.</p> <p>14      MR. STANG: But I guess, Your Honor, having been 15      through my share of did you violate court order proceedings 16      and especially regarding confidential information, Mr. Amala 17      has taken responsibility for what he did. He has been very 18      clear in his declaration that he has no knowledge of other 19      state court counsel doing this. I have -- we have no 20      knowledge that state court counsel misused the information.</p> <p>21      THE COURT: We're not going off on a detour 22      (indiscernible).</p> <p>23      MR. STANG: I understand. And if the Debtor -- 24      you know what? I'm going to just leave it at that.</p> <p>25      THE COURT: Leave it at that. Mr. Stephens?</p>	<p style="text-align: right;">Page 44</p> <p>1       and confer with Mr. Stephens and Mr. Butler from Jones Day 2       and they explained what the issue was. It has to do with 3       documents that were provided in response to the original 4       request in the bankruptcy case that were actually provide in 5       a non-redacted form as oppose to the redacted. And what 6       they were referring to in the court proceeding were 7       materials that were now newly had to be redacted and not new 8       what we'll call CVA claim documents.</p> <p>9       Mr. Stephens also explained to us what situations 10      might occur in terms of whether certain John Does might be 11      identified, which would lead to the discovery of new CVA 12      claim documents. We had a very productive discussion about 13      the Debtor will share with us the information they are 14      producing in the state courts so that we can continue to 15      keep an eye on this issue from our perspective. And they 16      will also be providing us with the Bates numbers for the 17      documents that were produced only in the unredacted form as 18      opposed to a redacted form. So we think that, at least for 19      now, that that resolve the issue. And we appreciate Your 20      Honor setting it for conference, but we appreciate the 21      Debtor making time in advance of this hearing so we could 22      meet and confer on the issue.</p> <p>23      Your Honor, if I may?</p> <p>24      THE COURT: Go ahead, Ms. Dine.</p> <p>25      MS. DINE: I promised Mr. Stephens that I would</p>
<p style="text-align: right;">Page 43</p> <p>1       MR. STEPHENS: Just very briefly, Your Honor. 2       The first time that the Committee raised Paragraph 3       6 of the protective order was in a meet and confer with me 4       this morning. I think it's very clear when you read that 5       paragraph, it talks about the mechanism in which the Debtor 6       will produce and provide the documents. And it was that we 7       could not set up a database that allowed us to snoop on them 8       as they reviewed the documents. It does not say that in the 9       event that there are violations of the protective order --</p> <p>10      THE COURT: All right. That's enough. I'm 11      satisfied with Mr. Amala's declaration and his presentation 12      at the last hearing. This matter is closed.</p> <p>13      MR. STEPHENS: Thank you, Your Honor.</p> <p>14      THE COURT: What's the discovery issue that you 15      wanted to raise?</p> <p>16      MS. DINE: Your Honor, Karen Dine, Pachulski Stang 17      Ziehl &amp; Jones, on behalf of the Committee.</p> <p>18      As mentioned in the letter requesting the 19      conference to Your Honor, we had learned last Friday that in 20      state court, which we had been understood to say that the 21      debtor had produced new what we'll call CVA claim documents. 22      And naturally given that those were documents to be produced 23      to the Committee in this proceeding, we were concerned about 24      the discovery of new information.</p> <p>25      Since submitting that letter, we did have a meet</p>	<p style="text-align: right;">Page 45</p> <p>1       actually also add that they have made clear to us that they 2       have not at this point found any new CVA documents, and 3       that's their position.</p> <p>4       THE COURT: Okay. Mr. Stephens, anything you 5       wanted to...</p> <p>6       MR. STEPHENS: No thank you, Your Honor.</p> <p>7       THE COURT: Let's move on on the agenda then, on 8       to contested matters. Committee's motion to proceed with 9       certain state court actions and temporarily suspend the 10      Chapter 11 case.</p> <p>11      MR. STANG: Good afternoon. Pachulski Stang Ziehl 12      &amp; Jones for the Committee.</p> <p>13      Your Honor, the Committee filed the motion for two 14      purposes. One was that we hoped -- we hoped that the test 15      cases can serve to breach an impasse that is between the 16      committee and state court counsel on the one hand and the 17      Debtors, the Debtor's affiliates, and perhaps as importantly 18      or maybe more importantly, the insurers.</p> <p>19      You have time and time again urged all of us to 20      consider alternatives to dismissal. You've been very 21      proactive that way. And we appreciated that, to hear your 22      thoughts about how perhaps this could lead to a consensual 23      plan.</p> <p>24      THE COURT: One thing that I never said was pick 25      your strongest cases, and those are the ones that ought to</p>

<p>1 be tried.</p> <p>2 MR. STANG: In fact, I think you told us that we</p> <p>3 weren't going to get to do that. Right?</p> <p>4 THE COURT: Of course your motion omitted that.</p> <p>5 It just said we think you ought to pick our strongest cases.</p> <p>6 They need to get the message.</p> <p>7 MR. STANG: We did say that. But on two</p> <p>8 occasions, both before we identified the cases, we invited</p> <p>9 the diocese to tell us what cases it would like to have as</p> <p>10 test cases. And the answer was no, because they stand on</p> <p>11 the position that they will only agree to test cases after</p> <p>12 confirmation of a plan. Essentially only test cases for the</p> <p>13 carriers. But not as to them because they'll have their</p> <p>14 confirmation order. And not as to their affiliates because</p> <p>15 they will have whatever releases would be in the plan.</p> <p>16 So, no, you didn't tell us that you would just</p> <p>17 sign off on what we wanted. But I will tell you in a few</p> <p>18 moments why we picked those three cases. It might be of</p> <p>19 interest to you.</p> <p>20 So at the October 23rd hearing when you suggested</p> <p>21 test cases, we listened. And we prepared the motion on the</p> <p>22 basis that, well, maybe Judge Glenn has got an idea that for</p> <p>23 all of the collective wisdom on this side of the podium, you</p> <p>24 know, we didn't present yet. And so that's why we filed the</p> <p>25 motion.</p>	<p>Page 46</p> <p>1 pressuring people to move forward quickly with trials. I</p> <p>2 know Mr. Stephens and me spoke this morning about some of</p> <p>3 the things that he was doing -- he meaning Justice Steinman</p> <p>4 -- regarding case management orders or form, discovery</p> <p>5 objections and that sort of thing.</p> <p>6 But in terms of identifying additional cases, I</p> <p>7 don't know if other state court counsel are still on the</p> <p>8 phone. By the way, Mr. Amala has dropped out of that</p> <p>9 process because he has an Arrowood --</p> <p>10 THE COURT: He has Arrowood cases.</p> <p>11 MR. STANG: But if Mr. Stoneking is on, and I saw</p> <p>12 Mr. Anderson appear, he might be able to give you a better</p> <p>13 idea of what's actually going on, wherever over there is, in</p> <p>14 the other courthouse.</p> <p>15 THE COURT: I didn't contemplate these trials were</p> <p>16 going to occur in federal court, they were going to occur in</p> <p>17 state court. And Justice Steinman -- I reported I have not</p> <p>18 spoken to him since the last hearing. Whatever</p> <p>19 conversations I've had with Justice Steinman I have reported</p> <p>20 on the record. But he's going to be the one to agree, okay,</p> <p>21 those are the four or the six cases that we'll try. Not me.</p> <p>22 I've tried to provide some general guidance and thoughts. I</p> <p>23 mean, I thought that the opposition that Jones Day filed</p> <p>24 missed the mark in a lot of respects. The notion that</p> <p>25 personal injury cases don't get tried as bellwether trials</p>
<p>1 So on two occasions we asked the Debtor to</p> <p>2 collaborate with us and have them pick the cases they want.</p> <p>3 The first time before we identified the cases they said no.</p> <p>4 And then after we identified the cases, they said no again.</p> <p>5 Their no is evidenced by a plan that has to the best of our</p> <p>6 knowledge absolutely no support at the state court counsel</p> <p>7 level. And without the support of the state court counsel -</p> <p>8 - and we heard this maybe ad nauseum in the motion to</p> <p>9 dismiss -- they are never going to hit the 75 percent that</p> <p>10 they need. And for all we know, the percentage may be</p> <p>11 greater. Even under Purdue, it might be greater. Because</p> <p>12 the 75 percent was the bare minimum. And there may be</p> <p>13 circumstances where it should even be higher. But even at</p> <p>14 75 percent, they're not going to make it with their plan.</p> <p>15 So they have taken the position of no, we are</p> <p>16 simply not going to discuss test cases with you. Not here</p> <p>17 are a couple that we think evidence the weaknesses of the</p> <p>18 cases and we have to then struggle with whether we would</p> <p>19 tolerate that.</p> <p>20 THE COURT: Let me ask you a question. I</p> <p>21 recognize you're not state court counsel. But are there any</p> <p>22 more developments to report before Judge Steinman, who has</p> <p>23 indicated his desire to go ahead with -- is it four trials?</p> <p>24 MR. STANG: Your Honor, I don't attend his status</p> <p>25 conferences. My understanding is he is still pursuing and</p>	<p>Page 47</p> <p>1 is not true. They cite General Motors. Judge Furman tried</p> <p>2 a series of personal injury cases. Sure, there are</p> <p>3 different priests who are alleged to have committed the</p> <p>4 abuse, but the basic issue is pick a group of cases of the</p> <p>5 victims and try those. Some strong cases, some not-so-</p> <p>6 strong. (indiscernible) be involved and let Justice</p> <p>7 Steinman decide, okay, those are the ones we'll try. All</p> <p>8 right. But they're not going to be tried in my court.</p> <p>9 I know this is not the disclosure statement</p> <p>10 hearing. I've already spoken -- I've now read the</p> <p>11 disclosure statement front to back. This is not a</p> <p>12 disclosure statement hearing. I don't know whether the</p> <p>13 Debtor plans to file an amended disclosure statement before</p> <p>14 January -- what is it, 14th or 16th?</p> <p>15 MR. STANG: 19th. 16th or 19th.</p> <p>16 THE COURT: It's one of those dates. Yeah.</p> <p>17 Doesn't disclose anything about the finances of</p> <p>18 the parishes. What it says is we have given the Committee</p> <p>19 information under a protective order. If they want to stand</p> <p>20 on the disclosure statement, we'll go forward on -- they'd</p> <p>21 better not file something three days before the hearing and</p> <p>22 expect that the hearing is going forward.</p> <p>23 They put a toggle in their plan, but they haven't</p> <p>24 said what happens if Judge Glenn denies the motion to</p> <p>25 approve the disclosure statement. Okay.</p>

<p style="text-align: right;">Page 50</p> <p>1 Look, I tried to think -- and you all are better    2 at doing this than I am I'm sure -- are there ways to sort    3 of break the ice to move this case forward that has any hope    4 of moving forward. I came up with the test case, bellwether    5 case approach. Get some data points for what these cases    6 are -- you know, what juries are going to value these cases.    7 I could certainly -- nothing in the -- the    8 disclosure statement gives the aggregate number of abuse    9 claims that have been filed. It gives the number when the    10 Court has sustained objections without leave to amend. It's    11 giving some projections. And again, you know, I looked at    12 it this morning. I'm just pulling it out of my head. You    13 know, whether it's going to be 500 or 450 claims that they    14 think are viable and they think they're going to confirm a    15 plan that only gives survivors \$100,000 and rights to    16 insurance. Without saying how many claims -- 135 parishes    17 and other related parties.    18 You've all told me in the past there are some    19 parishes with a lot of claims and some with none or a few.    20 If I were a state court plaintiff with no issues about    21 notice or anything and it was against a parish that only had    22 two or three claims and assets worth \$10 million, \$20    23 million, I could understand they would be leery about voting    24 in favor of a plan.    25 The disclosure statement suggests \$400,000 average</p>	<p style="text-align: right;">Page 52</p> <p>1 MR. STANG: Your Honor, we also, since I know you    2 read everything, attached to Ms. Dine's declaration our    3 initial laundry list of issues. But I will add that when    4 that state court lawyer is advising a client other than a    5 committee member and one who is not on Judge Steinman's    6 released claim list -- because especially with Arrowood now    7 so many of them have gone away -- they have no idea what's    8 in the CVA files. There are state court counsel that    9 haven't signed the agreement that gives them access to the    10 Everlaw. But they have no idea. There is a universe of    11 claimants who will have no idea what the CVA files that have    12 been produced says about their claim, including notice    13 issues. Not a word.    14 And so as you know from -- our papers contain Ms.    15 Michaels' letter to the Debtor asking them to eliminate the    16 confidentiality designation for all the CVA documents, and    17 we have been told no.    18 We have to then move to -- I'll ask you -- I'll    19 ask the Debtor again, will you remove the confidentiality    20 designation from the CVA documents so that all survivors can    21 see the files that pertain to their case. Because we're    22 going to file a motion that -- I think we're going to file a    23 motion that does that. Because they said no to our request    24 as provided for in the various agreements and orders they    25 have regarding CVA access.</p>
<p style="text-align: right;">Page 51</p> <p>1 per claimant plus insurance.    2 Is it enough information for a survivor to decide    3 whether to vote in favor of the plan when they have no idea    4 how many claims against the priest or the parish, where    5 their claim lies, and what are the assets in that parish.    6 I'm sure I will hear this when I get to the disclosure    7 statement hearing. I'm not deciding it now. I have    8 questions about it. Okay?    9 They have a nice little picture chart and colors    10 with -- this was greater recovery than most of the diocese    11 cases that have been resolved before. You know, but Justice    12 Steinman tried six cases and three of them resulted in \$10    13 million verdicts and three of them -- you know, two of them    14 washed out completely and one minuscule damages. You know,    15 I mean, sure, creditors would have to think about am I    16 better off with something in hand. And they'll -- you know,    17 if the disclosure statement gets approved, if it goes out    18 for a vote, the creditors will decide. But the disclosure    19 statement is going to have to have adequate information.    20 And I'm sure the Jones Day lawyers will do their best to    21 persuade me that the four corners of that disclosure    22 statement have adequate information. I have my doubts,    23 let's put it that way. I expressed that before. I thought    24 before I got on the bench today, I would make sure I had    25 read it cover to cover.</p>	<p style="text-align: right;">Page 53</p> <p>1 So it's one thing to know about the parishes'    2 assets. That's important. And you said very clearly last    3 time without that by a parish-by-parish basis, you're not    4 approving the disclosure statement.    5 But I would add that people are also in the blind    6 about what the diocese has. And even --    7 THE COURT: Maybe I can be persuaded that I don't    8 need to know how many CVA claims against each parish or    9 diocese-related party. It seems important to me, but maybe    10 I'll be persuaded I don't need that. And not saying there    11 has to be appraisals, but something that shows what are the    12 assets of the parish or diocese-related party. So creditors    13 could make an informed assessment whether to vote in favor    14 of the plan. It doesn't get to a vote unless I am satisfied    15 that the disclosure statement provides adequate information.    16 The purpose of adequate information is to inform the    17 creditors and allow them to make an intelligent choice as to    18 whether to vote in favor of a plan. And I'm missing, you    19 know, half of the standards that the cases have set. You    20 know, that's the gist of it.    21 MR. STANG: We'll have our formal objections. But    22 in addition to what was said in the attachment to Ms. Dine's    23 declaration, which we forwarded to the Debtor very promptly.    24 There is this issue that's going to come up before you    25 regarding whether the survivors should be allowed access to</p>

<p style="text-align: right;">Page 54</p> <p>1 information regarding what the Diocese knows about their 2 cases. And what's going on in Judge Steinman's court room 3 in part is that subpoenas are being served on the Debtor as 4 a non-party. It's possible that if you grant these three 5 test cases -- and welcome to -- we've invited them twice. 6 I'll invite them a third time. Please tell us what cases 7 you want to have as test cases. But maybe those will 8 overlap. Maybe bringing -- the Debtor is named in one of 9 the lawsuits. High schools which -- and you saw some 10 correspondence back and forth about whether the actions 11 against the high schools are stayed or not. Maybe we will 12 get into that today.</p> <p>13 There's one involving ecclesia that we've agreed 14 vis-à-vis the preliminary injunction should not have been on 15 the flight list. It should be back on the no-fly list. But 16 now we're asking you to give relief from the stay as to it.</p> <p>17 But those survivors should be able to find out how 18 strong their cases are or weak their cases are by seeing the 19 CVA documents. Like I said, there are hundreds and hundreds 20 of people who have no access to those documents today. And 21 whether or not their counsel is signed in Everlaw approval 22 document, access document, or even if they have, if it's 23 limited --</p> <p>24 THE COURT: And let me ask you this. I'm 25 obviously not deciding it today. You've met and conferred</p>	<p style="text-align: right;">Page 56</p> <p>1 We've asked them twice. They have -- Ms. Ball could not 2 have been clearer with me --</p> <p>3 THE COURT: So let the state court counsel tell 4 Justice Steinman these are the cases that already tried. If 5 they say, you know, we don't think there should be any more 6 or -- fine.</p> <p>7 MR. STANG: But, Your Honor, those cases -- and 8 we made the decision on preliminary injunction opposition as 9 to which cases we would ask to -- which cases the opposition 10 would address and which ones it didn't.</p> <p>11 But having the empty chair of the diocese in Judge 12 Steinman's courtroom is not as helpful -- it would be much 13 more helpful to have them there.</p> <p>14 THE COURT: You could have moved to lift the stay.</p> <p>15 MR. STANG: And how do I have a conversation about 16 data points with someone who just keeps on saying no to me. 17 And so you know what? I would have liked to have done it 18 the way you suggested. But when were told no the first -- 19 when Ms. Ball stands up here and says only if there's a 20 confirmed plan, which means only as to the carriers and we 21 get told no twice, what are we supposed to do?</p> <p>22 So if they want to come up and tell you the three 23 cases that they think are going have state court counsel 24 strike out, so be it. But they won't talk to us about this.</p> <p>25 So I'm not -- I don't know -- we didn't know what</p>
<p style="text-align: right;">Page 55</p> <p>1 with the Debtor about the relief you suggest that you be 2 granted?</p> <p>3 MR. STANG: We sent them a letter asking them. 4 They told us no.</p> <p>5 THE COURT: Make a motion. File your opposition.</p> <p>6 MR. STANG: So, Your Honor, I'll try to cut to the 7 chase here.</p> <p>8 THE COURT: The motion that you made is denied. 9 Because making a motion is not an opportunity to negotiate 10 with me about who should pick the cases, weak cases, strong 11 cases. You filed a motion and you said let us pick the 12 strongest cases. That's not how it works. Okay? That's 13 not what the purpose of bellwether trials are, test cases. 14 It's to set the data points so that potentially all -- the 15 plaintiffs and defendants can all get a sense of this is 16 kind of the -- here's a selection of cases, this is the 17 range of outcomes in those, and it should guide the 18 discussions and negotiations.</p> <p>19 And, you know, in GM, it served exactly that 20 purpose. Judge Furman tried a bunch of bellwether trials. 21 Some of them settled before they actually were tried. And 22 basically all of them settled.</p> <p>23 MR. STANG: Your Honor, I appreciate that 24 bellwether is in the context of sheep, so I am mixing my 25 analogies. But the horse won't even approach the water.</p>	<p style="text-align: right;">Page 57</p> <p>1 to do except say these are our three.</p> <p>2 THE COURT: So I've lost count of the number of 3 cases that the district court and Eastern District -- it's 4 like eight or nine judges now have remanded to state court.</p> <p>5 MR. STANG: Well over half. And some are just 6 sitting waiting -- they're waiting for a decision.</p> <p>7 THE COURT: Are they all Arrowood cases or are 8 they...</p> <p>9 MR. STANG: No, no. We also have the 157 -- the 10 something motion in front of the Southern District of New 11 York where they're trying to get him back that way. And so 12 it's kind of a two-pronged attack to make sure that 13 (indiscernible) removal and then the 157 motion --</p> <p>14 THE COURT: And anything happen in that?</p> <p>15 MR. STANG: She withdrew the reference without 16 giving us an opportunity to be heard. We briefed that 17 issue, and she's sitting on a ruling regarding whether the 18 matter should return. But Ms. Dine is standing, so...</p> <p>19 MS. DINE: Your Honor, Karen Dine, Pachulski Stang 20 Ziehl &amp; Jones on behalf of the Committee.</p> <p>21 My understanding is there are about 40 cases 22 currently pending before Judge Steinman.</p> <p>23 THE COURT: Non-Arrowood cases?</p> <p>24 MS. DINE: Yes. That are active and ongoing is 25 what I meant to say.</p>

<p style="text-align: right;">Page 58</p> <p>1       THE COURT: And none of those include the Debtor 2 as a defendant. Because when you move -- when you -- 3       MR. STANG: Your Honor, there are two high school 4 cases that -- 5       MS. DINE: Actually, there's -- sorry. 6       MR. STANG: I'm sorry. I will yield to Ms. Dine. 7       MS. DINE: Your Honor, there are a number of 8 cases. We know of at least two where the Debtor has taken 9 the position that those were -- that those are not 10 separately incorporated and basically doing business as. 11 And so the diocese is a defendant in those cases. And I 12 believe that they have identified several others. And as 13 you may have seen from the correspondence, they actually 14 recently requested that we reaffirm the stay with respect to 15 those cases. And what we pointed out to Your Honor is at 16 least with respect to those two, the request to stay the 17 cases have actually been made by the plaintiffs in those 18 cases about six months ago. And the debtor said, well, the 19 order says they are not stayed, that Your Honor's order on 20 the preliminary injunction says they are not stayed. So 21 those have gone forward. So our position is that all of 22 those allegedly DBA cases should continue to go forward, 23 although we did agree that the -- and Your Honor, I believe 24 a notice of presentment was filed today -- that there were 25 places that implicate the ecclesia insurance where we did</p>	<p style="text-align: right;">Page 60</p> <p>1 not stayed because the preliminary injunction order said 2 these aren't stayed. And there was a schedule and this 3 case, Mr. James' case was on the schedule. Then -- 4       THE COURT: You all gave me a list of the cases. 5 I mean, I didn't -- 6       MR. STANG: Absolutely. They then come back and 7 say no, they are not stayed. And now they're saying they 8 are stayed, they should have been stayed. Inadvertent? I 9 don't know. They should be stayed. 10      So after six months of Mr. James and other people 11 who have cases against those DBAs are working in Justice 12 Steinman's courthouse and moving the cases along. Now all 13 of the sudden we think they're stayed when in correspondence 14 what you have, Mr. James was told they were not stayed. 15      So we did agree to the ecclesia. They got moved 16 over to the no-fly list. But that's one of the test cases 17 to bring the Debtor in -- I mean, the high schools were 18 named. So the Debtor is there on that one. 19      The second proof of claim -- the second test case 20 has coverage -- occurrence coverage limits of \$359 million. 21 The SIR on that is \$600,000. This is against Father Soave, 22 who was one of the most notorious of the abusers. Numerous 23 times are alleged in the abuse documents. 24      So there are two LMI interstate cases. One names 25 the debtor by name. The other names the two high schools or</p>
<p style="text-align: right;">Page 59</p> <p>1 agree that those could be restated effectively. But that is 2 where we are. And as Mr. Stang is saying, while those 40 3 cases are going forward, while there is some number that do 4 include the diocese -- and naturally that's the purpose of 5 the test case motion was for relief from the stay for others 6 to go forward against the Diocese. 7       MR. STANG: Your Honor, one of our test cases 8 involves this DBA. It was a high school that I think 9 eventually ended up with the Department of Education. But 10 before that happened, it was an unincorporated entity. It 11 was Proof of Claim 960. And it has LMI, interstate 12 insurance. And when you add up all the available insurance, 13 we believe it's \$149 million per occurrence, including 14 primary and aggregate. There is an SIR on that one of 15 \$200,000. 16       If you counted each act of abuse separately -- 17 there's precedent for that -- the allegations are 8 to 13 18 instances of abuse. So you can see these insurance numbers 19 really start to mount up. 20       And initially Mr. Lee James wrote to the Debtor -- 21 I forget which counsel -- and said hey, you know, these seem 22 to be -- you're taking the position that -- are you taking 23 the position these are stayed. I think Mr. James got the 24 notice of deposition. 25       And they wrote back and said no, no, no, they're</p>	<p style="text-align: right;">Page 61</p> <p>1 a high school, which they'll tell you whether it's 2 (indiscernible) or not, because I can't keep track of what 3 their position is as of today. And then the third one is an 4 ecclesia case, which we agreed should be off Justice 5 Steinman's list and now we're asking you to relieve it. 6 There the coverages are much less. But it really highlights 7 why the Debtor and the affiliates need to step up and really 8 cinch their belts and do more. There the coverage is 9 \$750,000 with an SIR of 250. And there were 30 instances of 10 abuse during the course of -- according to the proof of 11 claim. So now the defense costs in that case do reduce the 12 750. So those are the three cases. We had Arrowood cases, 13 but they had to go away. 14       So like I said, Your Honor, I can't make the horse 15 drink the water. I know you don't like what we did. But 16 what was I supposed to do? 17       THE COURT: So the record is clear, I haven't 18 heard the other side. I don't need to. Your motion was 19 filed as ECF 2767. You asked for too much. Your motion is 20 denied. I'm not going to get into negotiating what the 21 scope of the relief should be. I still think... 22       For the -- I'm just going to use this -- I'm going 23 to use 500 claimants just a number. You know, they went 24 through the math, subtracted out the number where I had 25 expunged the claims without leave. I still think if the</p>

<p style="text-align: right;">Page 62</p> <p>1 case gets dismissed, it's going to be a really interesting 2 issue -- maybe even not so interesting -- in state court 3 whether my rulings applying federal pleading standards has 4 any preclusive effect when each of those rulings acknowledge 5 the state court uses a different pleading standard.</p> <p>6 I can just say if I was a state court judge, I'd 7 say, oh, that's nice. But that's not state law. We're back 8 in state court. You can all argue about it if it gets back 9 there. Okay.</p> <p>10 MR. STANG: And certainly not as to the parishes 11 or anybody who is not a debtor.</p> <p>12 THE COURT: Mr. Stang, if I were one of the many 13 claimants, I would have very mixed feelings if three of them 14 were tried and they resulted in multimillion dollar verdicts 15 and they raced to collect. It's great if you were a 16 claimant who wasn't going to get their case tried for a 17 couple of years whether there's anything left to collect.</p> <p>18 So I've thought all along and I've said it, I 19 think the claimants are much better off with a confirmed 20 plan. It may be they don't like the one that they've 21 proposed, but after the first few claimants hit home runs at 22 trial, the rest of the claimants are going to think is there 23 going to be anything left by the time I get to try a case?</p> <p>24 MR. STANG: Your Honor, we filed the motion to 25 dismiss out of frustration. We had hoped that the Debtor</p>	<p style="text-align: right;">Page 64</p> <p>1 hear reports they are \$80 million, \$100 million. They're a 2 lot. Is that coming out of the 200? Because that's what 3 your plan says. And what about all the other deducts. So 4 if I knew a number that I could actually put a pin on --</p> <p>5 THE COURT: Stop with the -- it doesn't do any 6 good making this argument to me.</p> <p>7 MR. STANG: Your Honor, I've made it to them. We 8 have not received a word in response to our disclosure -- 9 our first stab at a disclosure statement list of objections. 10 Not a word.</p> <p>11 THE COURT: Can I ask you a question? What do you 12 do -- because I know you're involved in cases in the Fifth 13 and Ninth Circuits.</p> <p>14 MR. STANG: Yes. And we had some in the Tenth. 15 THE COURT: Where third-party releases are not 16 available.</p> <p>17 MR. STANG: Right.</p> <p>18 THE COURT: What do you do in those cases?</p> <p>19 MR. STANG: We get everyone to sign off. You 20 don't get your money unless you sign a release. We have 21 never had an objection. I've had two cases in the Tenth 22 Circuit. The Fifth Circuit, Judge Grabel has still got that 23 pending. We had Spokane --</p> <p>24 THE COURT: You know she is one of my former law 25 clerks.</p>
<p style="text-align: right;">Page 63</p> <p>1 and the affiliates and the carriers would see the wisdom of 2 try to engage with us. On October -- November 1st -- I 3 think it was the 1st -- I'm sorry. In connection with the 4 dismissal motion, you talked about a consensual plan.</p> <p>5 Now, there have been three cases where plans have 6 been filed by committees. Harrisburg and Guam where the 7 disclosure statements weren't even approved, and consensual 8 plans were reached in each.</p> <p>9 In the Archdiocese of St. Paul Minneapolis, plans 10 went out for vote. More than 90 percent of the survivors 11 voted against the Archdiocese plan and voted for the 12 survivor plan and vice versa. And Judge -- I think it's 13 Kressel -- did not approve either. And it went back and 14 they finally reached an agreement.</p> <p>15 THE COURT: So will you finally reach an 16 agreement, please?</p> <p>17 MR. STANG: Your Honor, if I could even know -- if 18 I could even know whether the \$200 million, which is their 19 headline number -- and I do mean headline in the pejorative 20 sense -- after all the deducts actually is a number that I 21 could even compute. But they have said -- and we wrote to 22 them and asked them in our objections to the disclosure 23 statement. We have yet to receive a response. When you say 24 it's 200 less all allowed administrative expenses, is there 25 anything left at all? I mean, the fees in this case -- you</p>	<p style="text-align: right;">Page 65</p> <p>1 MR. STANG: I know. Spokane. We cite to you all 2 the time. We had Spokane, Fairbanks, Jesuit. San Diego 3 dismissed voluntarily. Stockton. Not a single person held 4 back giving a release. Not one.</p> <p>5 THE COURT: And what was the recovery per claimant 6 average in those cases? Yeah, well, you don't even talk 7 about that.</p> <p>8 MR. STANG: It varied. And some of them overlap 9 because, for example, Spokane -- it was like a triangle. 10 Spokane, Fairbanks, and Jesuits were all Jesuit-type cases. 11 And some people collected from all three. So it's a little 12 hard to add up. But it was well north of the headline 13 number when you consider that some of these people had 14 claims against different entities because of the Jesuit 15 connection.</p> <p>16 And I don't remember Gallup and -- before Judge 17 David Thuma, Gallup and Santa Fe. I don't remember the 18 numbers.</p> <p>19 But, Your Honor, I've said it in pleadings, I've 20 said it to you. What got paid in another case is 21 irrelevant. It really is. The assets differ. The judge in 22 San Diego. We have a view of the Pacific when she was told 23 we were going to (indiscernible). The insurance programs 24 are different. And so I frankly think --</p> <p>25 THE COURT: They're tossing in all the insurance.</p>

<p style="text-align: right;">Page 66</p> <p>1 MR. STANG: I'm sorry?</p> <p>2 THE COURT: They want to toss in all the</p> <p>3 insurance.</p> <p>4 MR. STANG: Yeah. Thank you for Arrowood. Thank</p> <p>5 you very much. That's a big headline number.</p> <p>6 THE COURT: Well, that's -- you know, you take the</p> <p>7 case as you find it.</p> <p>8 MR. STANG: You're right. And don't tell</p> <p>9 everybody you're going to make all this money when they know</p> <p>10 full well that Arrowood is a very tough nut to crack. I've</p> <p>11 got insurance counsel who can't wait to tell us why there</p> <p>12 are coverage defenses and why they don't have to pay --</p> <p>13 THE COURT: I'm sure you read the new case</p> <p>14 yesterday.</p> <p>15 MR. STANG: Yes, I did.</p> <p>16 THE COURT: I have it sitting on my desk inside.</p> <p>17 MR. STANG: Look at the LMI opposition that they</p> <p>18 filed to the test case motion. We're not paying any defense</p> <p>19 costs. We don't have to pay anything until it's all done.</p> <p>20 This is what we are facing and why we think the test cases</p> <p>21 are -- and I heard you. I know I'm not going to change your</p> <p>22 mind as I'm arguing, at least I don't think I'm going to.</p> <p>23 We keep on trying and we keep on getting told our</p> <p>24 way or the highway. And I know what they're going to say to</p> <p>25 you; let the creditors vote. And the answer is, you know</p>	<p style="text-align: right;">Page 68</p> <p>1 THE COURT: Let me hear from Ms. Ball.</p> <p>2 MS. BALL: Thank you, Your Honor. And thank you</p> <p>3 for denying the motion.</p> <p>4 THE COURT: It may not stay that way. If it was a</p> <p>5 real motion...</p> <p>6 MS. BALL: We hear you, Your Honor. Just as we</p> <p>7 heard you on all the points you raised again today. But now</p> <p>8 that we know you are not suspending the case, is that a...</p> <p>9 THE COURT: I am denying their motion.</p> <p>10 MS. BALL: All right. Now that we know that --</p> <p>11 THE COURT: But imposing a 50 percent holdback.</p> <p>12 MS. BALL: I understand that. I think we'll work</p> <p>13 that out on how the \$200 million is affected. But let me</p> <p>14 start with three facts that we would like to share with you.</p> <p>15 And they're not known, but every single issue you</p> <p>16 raised today will be known on a public basis by this time</p> <p>17 tomorrow.</p> <p>18 THE COURT: You're waiting until tomorrow? Why</p> <p>19 don't you --</p> <p>20 MS. BALL: Well, if you're going to suspend the</p> <p>21 case, Judge, why would we have filed it?</p> <p>22 THE COURT: Because you had confidence in your</p> <p>23 position.</p> <p>24 MS. BALL: I do. Thank you. Thank you, Mr.</p> <p>25 Geremia and Judge. But all those facts that you talked</p>
<p style="text-align: right;">Page 67</p> <p>1 what? If you could even show me that you're making any</p> <p>2 progress -- on two occasions this Debtor has tried to go</p> <p>3 around the Committee to talk directly to the state court</p> <p>4 counsel. And one time -- we cite it to you in our papers --</p> <p>5 you said, really? You know, without the Committee? No case</p> <p>6 has ever been confirmed without Committee support in the</p> <p>7 cases that I've had or any of the ones that my competitors</p> <p>8 have had. Not one.</p> <p>9 And so they have -- they reached out a second time</p> <p>10 recently to state court counsel again. This time at least</p> <p>11 they copied me with their letter. I'm not aware of a single</p> <p>12 law firm that has said we like your proposal. Not one. And</p> <p>13 so -- and maybe they've got one, but they ain't getting the</p> <p>14 75 percent. Because I know the state court counsel who are</p> <p>15 on the committee, and you heard them testify. And this plan</p> <p>16 is not all that much different except they put the toggle</p> <p>17 on. It's really not that much different.</p> <p>18 So I can't make heads or tails of their disclosure</p> <p>19 statement, either. I can't tell who is going to get paid</p> <p>20 the promised \$100,000 or who is not. Because if you're</p> <p>21 litigating, you're a litigant-claimant, you don't get it.</p> <p>22 Of course they get to decide who that is.</p> <p>23 There's just -- when I reviewed the list of</p> <p>24 objections today in preparation for the hearing, I go like,</p> <p>25 wow, another page? Another page? There's quite a bit.</p>	<p style="text-align: right;">Page 69</p> <p>1 about will be there.</p> <p>2 But the second thing that I want to remind --</p> <p>3 THE COURT: By the way, if I said test cases, it</p> <p>4 wouldn't necessarily mean suspend the case while that goes</p> <p>5 on. But that's a different issue.</p> <p>6 MS. BALL: Okay. The second thing that I want to</p> <p>7 draw your attention, we keep getting pillared for reaching</p> <p>8 out to state court counsel. Your Honor, in this case, as</p> <p>9 will be obvious from the exhibits we file tomorrow --</p> <p>10 THE COURT: Are you filing an amended disclosure</p> <p>11 statement tomorrow?</p> <p>12 MS. BALL: That will follow with the trust</p> <p>13 distribution procedures as well. We took -- and we thank --</p> <p>14 actually, we thank Ms. Dine for her comments on the</p> <p>15 disclosure statement and we are busily working on that.</p> <p>16 But we met with at least 16 of the roughly 20</p> <p>17 state court counsel in all of these cases. And we shared</p> <p>18 with each one in detail the number of cases that they had</p> <p>19 against each parish and what the competition of other cases</p> <p>20 were in that parish.</p> <p>21 THE COURT: Are you putting that in a disclosure</p> <p>22 statement?</p> <p>23 MS. BALL: Yes, we are. It's all going to be</p> <p>24 there. Because we've already shared it. They all know it.</p> <p>25 THE COURT: I wish you had shared it to me before</p>

<p style="text-align: right;">Page 70</p> <p>1 I spent the time going through every page.</p> <p>2 MS. BALL: Well, now you deny the motion, that</p> <p>3 will be there.</p> <p>4 In addition to that, Your Honor, we met with</p> <p>5 counsel. We asked them exactly the question you just asked,</p> <p>6 which is what are you going to do. Your Honor saw from the</p> <p>7 disclosure statement that we filed that there are 312 cases</p> <p>8 against parishes that have three or more cases.</p> <p>9 And so when we met with each of these counsel, we</p> <p>10 asked them, what are you going to do? How can dismissal</p> <p>11 help you at all? They said, well, we'll have insurance.</p> <p>12 Given all the complications on foreclosing on churches and</p> <p>13 schools, we'll still have the insurance. Which is what led</p> <p>14 -- frankly, and I think it's a concession that the committee</p> <p>15 made -- that they're looking for more money. It's all going</p> <p>16 to come from three places, Judge. Co-defendants, which Mr.</p> <p>17 Stang just spoke eloquently about with the Jesuits, they are</p> <p>18 free to go after co-defendants here. Of course, including</p> <p>19 the Jesuits, the Franciscans, the Marists. No one is</p> <p>20 stopping that. That's free. Our claim doesn't even touch</p> <p>21 that.</p> <p>22 But beyond all that information and disclosure</p> <p>23 that we have made already, the three places you get more</p> <p>24 money are working with us to increase the borrowing against</p> <p>25 Arrowood and line up against New York state with the benefit</p>	<p style="text-align: right;">Page 72</p> <p>1 So, Your Honor, the other fact is it is also</p> <p>2 unknown to Mr. Stang, through no fault of his own, but I can</p> <p>3 tell you we are getting responses from state court counsel</p> <p>4 who are waking up to the reality of what dismissal will mean</p> <p>5 to them and their clients. And I think in some respects I</p> <p>6 don't know how two-thirds of the claimants in this case --</p> <p>7 well, a little bit less -- almost 65 percent affected by</p> <p>8 Arrowood, which means that they can't even try their cases,</p> <p>9 at least for six months. A lot of people think a lot</p> <p>10 longer. It may have caused people to seriously rethink.</p> <p>11 But we are standing, there is no more from the</p> <p>12 parishioners and there is no more from the diocese. That's</p> <p>13 where we are. The other three sources remain; co-</p> <p>14 defendants, insurance, and getting in the boat and rowing</p> <p>15 with this.</p> <p>16 THE COURT: You say no more from the parishes. It</p> <p>17 will be interesting to see what happens if some of the</p> <p>18 plaintiffs' lawyers hit it big against the parishes. Are</p> <p>19 they really going to be saying no more?</p> <p>20 MS. BALL: Well, Your Honor, aren't you assuming</p> <p>21 that a parish would withstand the verdict?</p> <p>22 THE COURT: I'm sorry?</p> <p>23 MS. BALL: Aren't you assuming that a parish would</p> <p>24 withstand the verdict?</p> <p>25 THE COURT: They'll get every penny they can out</p>
<p style="text-align: right;">Page 71</p> <p>1 of the decision Your Honor just recognized that we got out</p> <p>2 of New York Supreme on Friday night against Chubb. Co-</p> <p>3 defendants, if you want our help in trying to get them to</p> <p>4 come in and put in more money, we're happy to do that. We</p> <p>5 offered that. So insurance co-defendants and whatever we</p> <p>6 can get on an Arrowood borrowing. They don't talk to us</p> <p>7 about that. So this failure to communicate seems to</p> <p>8 continue.</p> <p>9 But in any event, our failure to communicate with</p> <p>10 you, Your Honor, is clearly being remedied. By this time</p> <p>11 tomorrow, they will have those exhibits. Shortly after that</p> <p>12 --</p> <p>13 THE COURT: As I said, I would have appreciated</p> <p>14 reading it before I spent hours and hours...</p> <p>15 MS. BALL: Well, it's not going to change that</p> <p>16 much. But it will give you the facts behind what you</p> <p>17 wanted.</p> <p>18 I am sorry that Your Honor went through that. But</p> <p>19 if we were -- as you know, we had homework to do, which we</p> <p>20 did. And in the face of the motion to suspend, part of our</p> <p>21 homework was, well, if that happens, you shouldn't do it.</p> <p>22 But if you deny the motion, it will now be there. And my</p> <p>23 apologies, Judge, that our homework, we got connected to</p> <p>24 that consequence which you have now undone and that</p> <p>25 information would clearly be there.</p>	<p style="text-align: right;">Page 73</p> <p>1 of a parish.</p> <p>2 MS. BALL: How?</p> <p>3 THE COURT: Well, we'll see I guess.</p> <p>4 MS. BALL: We'll see.</p> <p>5 THE COURT: Let me ask you a couple of questions.</p> <p>6 You may know the answers to these. So there are how many</p> <p>7 cases in state court that have been filed? Two-hundred-</p> <p>8 and...</p> <p>9 MS. BALL: You mean overall? No, Your Honor.</p> <p>10 Including cases against the Diocese -- Mr. Stephens, correct</p> <p>11 me -- but it's over 400.</p> <p>12 MR. STEPHENS: Yes. It's approximately 450 in</p> <p>13 total, Your Honor. Roughly half of those name the Diocese</p> <p>14 and are subject to the automatic stay. And the other</p> <p>15 roughly 225 were the subject of the PI hearing.</p> <p>16 THE COURT: Here's my question. I don't know,</p> <p>17 maybe there isn't anybody in this category. Are there</p> <p>18 people who filed claims in this case who did not file state</p> <p>19 court actions?</p> <p>20 MS. BALL: Yes.</p> <p>21 THE COURT: And what happens if the case is</p> <p>22 dismissed because the window closed on CVA? What happens to</p> <p>23 them?</p> <p>24 MS. BALL: Well, that's a very good question, Your</p> <p>25 Honor. We have asked the Committee if they've considered</p>

<p style="text-align: right;">Page 74</p> <p>1 that. I don't know. But maybe they have an answer.  2 THE COURT: So you don't have an answer.  3 MS. BALL: I don't have an answer, Your Honor.  4 THE COURT: Your position is what?  5 MS. BALL: But we have pointed out to them the  6 number of pro se claimants, mostly pro se. Some with  7 lawyers as well. And we've met with individual state court  8 counsel --  9 THE COURT: How many --  10 MS. BALL: This -- we asked that.  11 THE COURT: How many people does that involve?  12 How many people filed claims in this case who do not have a  13 pending state court action?  14 MS. BALL: I am hearing directionally, Your Honor,  15 the number is somewhere in the area of 50.  16 THE COURT: In what?  17 MS. BALL: I think it's in the area of 50.  18 THE COURT: Okay.  19 MS. BALL: Fifty. But we can't -- we obviously  20 can confirm that again with the Committee.  21 THE COURT: I spent a little bit of time thinking  22 about what happens if the case gets dismissed. What are the  23 consequences of it? How many people are there who filed  24 claims in this case but don't have pending state court  25 actions? The CVA window closed. I don't know whether there</p>	<p style="text-align: right;">Page 76</p> <p>1 MS. BALL: I think, Your Honor, that would depend  2 on whether the insurers move to dismiss for a lack of  3 jurisdiction. And we don't think they will succeed. But  4 our order at least preserve those actions.  5 THE COURT: Well, your order can say whatever it  6 wants. It doesn't mean it's necessarily the order that gets  7 entered.  8 MS. BALL: I understand, Your Honor. But that's  9 our proposal.  10 THE COURT: I just don't know whether -- I tried  11 to think through what are the consequences. I thought about  12 insurance coverage claims, I've thought about proofs of  13 claim where there's no state court action that was filed.  14 MS. BALL: Proofs of claim in Delaware on  15 Arrowood. Pursuing the New York State Security Fund as the  16 only insured that has a massive claim worth fighting them  17 on.  18 THE COURT: All right. I don't know. This is not  19 the time for it.  20 MS. BALL: Your Honor, this is -- all I wanted to  21 do was clarify that all that information -- we heard you  22 will be available. We're aiming for this time tomorrow.  23 State court counsel are talking -- oh, by the way, Your  24 Honor, the reason why we were talking to them was so they  25 would be aware of this information. They weren't.</p>
<p style="text-align: right;">Page 75</p> <p>1 is a state court doctrine that would allow them to file  2 lawsuits in state court. That was one area I thought about.  3 I also thought about what happens to the adversary  4 proceedings that have been filed here.  5 MS. BALL: Your Honor, only one remains unsettled.  6 THE COURT: That's the cemetery?  7 MS. BALL: Cemetery. And I think it will become  8 clear that we are working very hard on bringing a settlement  9 for that and have counted on it as we move forward towards a  10 plan.  11 THE COURT: What happens --  12 MS. BALL: It is dismissed --  13 THE COURT: What happens to the four district  14 court insurance coverage adversaries?  15 MS. BALL: I think if Your Honor looks at our  16 proposed order of dismissal that we attached to the motion  17 to approve our solicitation procedures, we provide that  18 those continue. Post-coverage will still be an issue.  19 THE COURT: Because I looked -- a complaint today,  20 and it alleged 1334 jurisdiction. I think there may be  21 diversity as to all of the insurers who are named, and it  22 doesn't assert diversity jurisdiction. But I did have a  23 question. What happens to those cases? Do they have to  24 start all over again? Maybe they start in New York Supreme  25 Court.</p>	<p style="text-align: right;">Page 77</p> <p>1 THE COURT: The only other point I would make on  2 it is as I understand it, the two mediators are willing to  3 resume.  4 MS. BALL: Well, let us think about that, Your  5 Honor. But I apologize for the length of what I said given  6 your action in denying the -- I just wanted to point out  7 those three sources, the ones that Mr. Stang identified in  8 California were made available here to the Claimants, co-  9 defendants. Have at it.  10 THE COURT: In denying Mr. Stang's motion, it is  11 in no way intended to preclude if Justice Steinman has a  12 proposal that he is going to make to counsel in the case and  13 they make another motion to lift the stay as to particular  14 actions to the extent there is a stay. What I ruled in  15 denying that motion is not at all intended to suggest that  16 such a motion wouldn't be appropriately considered and ruled  17 on.  18 MS. BALL: I understand that, Your Honor. And  19 since we've heard -- we understand Judge Steinman has  20 control over his -- I thought it's roughly 50 cases.  21 Correct? And perhaps you can address the discovery issue.  22 MR. GEREMIA: There are roughly 44 --  23 THE COURT: Identify yourself.  24 MR. GEREMIA: May it please the Court. Todd  25 Geremia from Jones day for the Debtor.</p>

<p style="text-align: right;">Page 78</p> <p>1 Your Honor, there are 44 cases being actively 2 litigated before Judge Steinman that involve parishes. 3 There are a separate group of six of those that are high 4 school cases.</p> <p>5 As to the 44 cases -- and you heard Mr. Stang 6 talking about the fact that they want to proceed as against 7 parishes and proceed with respect to insurers -- there is 8 that whole universe of cases that is proceeding before Judge 9 Steinman.</p> <p>10 THE COURT: None of those are Arrowood cases.</p> <p>11 MR. GEREMIA: None of those are Arrowood cases. 12 Judge Steinman has directed that any case subjected to the 13 Arrowood stay will remain stayed unless and until a 14 plaintiff brings the issue before Judge Steinman to try to 15 get that case to resume.</p> <p>16 THE COURT: Okay.</p> <p>17 MR. GEREMIA: So those cases are proceeding. The 18 Diocese is providing non-party discovery with respect to the 19 parish cases. We are just now in the process of working out 20 a coordinated procedure at Judge Steinman's direction to 21 arrange for a uniform set of disclosures, a uniform 22 response, and a procedure to arrange for coordinated 23 depositions of diocesan personnel.</p> <p>24 One of the many reasons -- there's no point in 25 piling on test cases on top of that. They've already got</p>	<p style="text-align: right;">Page 80</p> <p>1 cases and saying we're going to --</p> <p>2 THE COURT: No. You would meet and confer and you 3 would agree that we're each going to pick two, we're each 4 going to pick three. We think they should more or less be - 5 - you know, what the characteristics should be. That's what 6 happened in GM. Okay. There was an initial flurry of 7 activity as to what happened. But that's essentially what 8 happened. That's what -- that's what happens when 9 bellwether or test cases are suggested. There's a dialogue. 10 There is a selection. They're intended to be representative 11 in some fashion or another. But people engage in good faith 12 in discussions. They don't just say just say no. And 13 that's what your position is. So we'll deal with it 14 accordingly.</p> <p>15 MR. GEREMIA: Yeah. And we don't think there's 16 ever been a case, abuse context, where this has been an 17 appropriate mechanism.</p> <p>18 THE COURT: You know, if the case gets dismissed, 19 you're going to be in that context. You're going to be in 20 that context. And you're hanging on by a bare thread. If a 21 disclosure statement gets denied and the Committee -- I'm 22 not going to sua sponte rule. If the disclosure statement 23 gets denied and the Committee makes a motion to dismiss, 24 what I said in the last order I entered, I meant. Okay? It 25 seems obvious to me the committee didn't really mean it. I</p>
<p style="text-align: right;">Page 79</p> <p>1 all these cases being actively litigated.</p> <p>2 THE COURT: Well, the test cases may be among 3 those. I don't know.</p> <p>4 MR. GEREMIA: Yeah. In fact, state counsel 5 proposed four test cases to Judge Steinman from among that 6 universe.</p> <p>7 THE COURT: And you're not -- I don't know, who is 8 representing the parishes in those cases?</p> <p>9 MR. GEREMIA: Parish have separate counsel, Mr. 10 Davie and Charles Adams.</p> <p>11 THE COURT: Did the parishes suggest that test 12 cases ought to include -- you know, if it's going to be 13 meaningful, it's going to be an array of cases, strong and 14 weak. Because otherwise it's a meaningless exercise. 15 Meaningless exercise for those who it payday. And I take it 16 you remain unwilling to confer with the Committee about 17 selection of any test cases.</p> <p>18 MR. GEREMIA: We do, Your Honor. I mean, for some 19 of the reasons addressed in our papers, we don't think it's 20 appropriate in this context.</p> <p>21 THE COURT: Well, I think your opposition, which I 22 read carefully and read some of the cases cited, is not 23 well-taken.</p> <p>24 MR. GEREMIA: It's also going about it improperly. 25 You don't just leapfrog the whole process by plucking out</p>	<p style="text-align: right;">Page 81</p> <p>1 questioned whether they really meant it then. But 2 subsequent history shows they didn't really mean it. But 3 there comes a point where they say we really mean it, Judge. 4 This has gone on too long. You know, we put off from the 5 docket for today the motions to remand to state court in New 6 York County. Those will come on for hearing.</p> <p>7 MS. BALL: We are aware of that, Your Honor. I 8 rise only for two reasons. One, I am corrected by my 9 colleagues that the number of POCs without a CVA action is 10 150 of our remaining 500. So the issue is much larger than 11 I had initially thought. And of course we will share that 12 list with the committee if they don't already have it.</p> <p>13 Your Honor, just food for thought. And this is 14 certainly not my area and certainly not Mr. Stang's area. 15 But to the extent that you draw a ring around cases you 16 think will make it to trial, haven't you already preselected 17 cases that aren't representative?</p> <p>18 THE COURT: No, we haven't.</p> <p>19 MS. BALL: If you just erase --</p> <p>20 THE COURT: No, I'm sorry.</p> <p>21 MS. BALL: If you just erase the notice issue, 22 Judge, if you erase it, what kind of test cases do you have? 23 You need pretrial procedure.</p> <p>24 THE COURT: So tell Justice Steinman that you want 25 noticed cases.</p>

<p style="text-align: right;">Page 82</p> <p>1 MS. BALL: Guess what we are doing, Judge Glenn?</p> <p>2 That is exactly what we are doing. Thank you.</p> <p>3 THE COURT: And produce all of your files so that</p> <p>4 everybody -- all other claimants can --</p> <p>5 MS. BALL: Well, that is -- indeed, I didn't know</p> <p>6 you wanted to hear about discovery. But that is indeed</p> <p>7 pending in front of Judge Steinman.</p> <p>8 THE COURT: I know. If you can't work it out and</p> <p>9 it comes here, I will decide it.</p> <p>10 MS. BALL: Well, Judge Steinman may decide it</p> <p>11 when? This coming week?</p> <p>12 THE COURT: I'll be very happy if he decides it.</p> <p>13 MS. BALL: It's before him.</p> <p>14 MR. GEREMIA: There is a process in place to</p> <p>15 determine if the Diocese is going to be producing abuser-</p> <p>16 specific files in each case and there will be a process</p> <p>17 further to that for --</p> <p>18 THE COURT: I would be much happier if he decides</p> <p>19 it than I.</p> <p>20 MR. GEREMIA: Yeah. It's underway in state court.</p> <p>21 THE COURT: All right, Mr. Stang?</p> <p>22 MR. STANG: Your Honor, my comment wasn't just</p> <p>23 about those cases about Justice Steinman, it was</p> <p>24 (indiscernible).</p> <p>25 Just two comments.</p>	<p style="text-align: right;">Page 84</p> <p>1 It was shame on the Debtor. I apologize, Mr. Stang.</p> <p>2 MR. STANG: It's okay. There will be occasions,</p> <p>3 I'm sure. We've already had them earlier today.</p> <p>4 So we are asking to have that vacated.</p> <p>5 THE COURT: I'll have to see what they file. Put</p> <p>6 in a letter -- after you see it, you can -- don't file a</p> <p>7 formal motion. File a letter request.</p> <p>8 MR. STANG: Okay. Thank you.</p> <p>9 THE COURT: First ask them and then --</p> <p>10 MS. BALL: The 28 days to the 16th is from today.</p> <p>11 So we may be behind, but not by much. And we would</p> <p>12 anticipate --</p> <p>13 THE COURT: You want Mr. Stang to work on New</p> <p>14 Year's Eve on your papers.</p> <p>15 MS. BALL: No. I will notice it tomorrow. And to</p> <p>16 the extent --</p> <p>17 THE COURT: You want me to work on New Year's Eve?</p> <p>18 MS. BALL: No, I don't. I hope all of this will</p> <p>19 be filed this week, Your Honor. That is our objective.</p> <p>20 THE COURT: I'm leaving on Friday and coming back</p> <p>21 on January 2nd.</p> <p>22 MS. BALL: Well, do you want it or not?</p> <p>23 THE COURT: And I wasn't planning on reading</p> <p>24 several hundred pages disclosure statement --</p> <p>25 MS. BALL: Well, you already read it. So</p>
<p style="text-align: right;">Page 83</p> <p>1 THE COURT: Do you have a position on what about</p> <p>2 those people that filed proofs of claim that haven't filed?</p> <p>3 MR. STANG: Section 108. They have 30 days.</p> <p>4 Your Honor, we are asking you to continue the</p> <p>5 disclosure statement if in fact they file it tomorrow. I</p> <p>6 wasn't quite sure I heard a commitment to that. It sounded</p> <p>7 like we were close. But we need our full --</p> <p>8 THE COURT: It sounds like they're filing exhibits</p> <p>9 to the disclosure statement. I don't know whether they're</p> <p>10 filing the disclosure -- a new disclosure statement.</p> <p>11 MR. STANG: Given the holidays and our entitlement</p> <p>12 to 28 days' notice, we would ask that the disclosure</p> <p>13 statement hearing be vacated because we will not have the</p> <p>14 full period of time. And you made a comment at the last</p> <p>15 hearing about deadlines -- the effect of holidays. And we</p> <p>16 should be given full time and not have to deal with the</p> <p>17 Christmas --</p> <p>18 THE COURT: You were the unreasonable one.</p> <p>19 MR. STANG: Sorry?</p> <p>20 THE COURT: You were the unreasonable one.</p> <p>21 MR. STANG: No, they were.</p> <p>22 THE COURT: Oh, were they?</p> <p>23 MR. STANG: I think you blamed them. I think it</p> <p>24 was shame on you. Right, right.</p> <p>25 THE COURT: You're right. It was shame on them.</p>	<p style="text-align: right;">Page 85</p> <p>1 blackline should be very helpful.</p> <p>2 THE COURT: Thank you very much.</p> <p>3 MS. BALL: And the exhibits answer your questions.</p> <p>4 THE COURT: Thank you very much.</p> <p>5 MS. BALL: Well, Your Honor, time is money.</p> <p>6 THE COURT: Please -- well...</p> <p>7 MS. BALL: And you've just made that clear. And</p> <p>8 we painfully understand it.</p> <p>9 THE COURT: Maybe it should be a higher holdback.</p> <p>10 I don't know. In deciding when I'm going to hear it, I will</p> <p>11 primarily take account of my schedule and my law clerks'</p> <p>12 schedules. Because I am not going to have us knock</p> <p>13 ourselves out because you decided to file just before the</p> <p>14 Christmas and New Year holiday. So we'll see. So talk to -</p> <p>15 - let him see what you file. Talk to Mr. Stang as to</p> <p>16 whether you can agree on an adjustment schedule. If not,</p> <p>17 I'll see what happens when I see it.</p> <p>18 MS. BALL: As you said, it will be up to Your</p> <p>19 Honor in the end. And we can only recommend to you. Thank</p> <p>20 you, Your Honor.</p> <p>21 THE COURT: Mr. Stang is correct. It was one of</p> <p>22 your colleagues that I got very upset about not respecting</p> <p>23 professional courtesy with respect to scheduling. Take my -</p> <p>24 -</p> <p>25 MS. BALL: Your Honor --</p>

Page 86

1 THE COURT: Use some professional courtesy to me

2 as well. Okay?

3 MS. BALL: He was well-intentioned and motivated  
4 by what he had read in Mr. Moore's declaration about the  
5 longer it takes, the less money we have. Not to burden  
6 anyone. But it's now the 16th. That's 28 days from today  
7 or tomorrow depending on how you count. So we are doing  
8 what we can.

9 And thank you, Your Honor. We did our homework,  
10 we'll be ready.

11 THE COURT: I want to be clear; I don't want to  
12 spend my holiday break reading your papers. Okay? That's -  
13 - I won't say any more about it now. Okay. We are  
14 adjourned.

15 (Whereupon these proceedings were concluded at  
16 3:54 PM)

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Page 87

1 C E R T I F I C A T I O N

2

3 I, Sonya Ledanski Hyde, certified that the foregoing  
4 transcript is a true and accurate record of the proceedings.

5

6 *Sonya M. Ledanski Hyde*

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8 Sonya Ledanski Hyde

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[&amp; - 2725]

Page 1

<b>&amp;</b>	<b>11</b> 6:2 45:10 <b>111,980.50.</b> 35:24	<b>2</b> <b>20</b> 50:22 69:16 <b>20-01226</b> 6:6 <b>20-12345</b> 1:3 12:4	<b>2650</b> 3:4 18:13 18:14 <b>2651</b> 3:10 19:1 <b>2652</b> 3:18 19:9 19:17
<b>&amp; 2:9,13,16 5:5 5:7,10 7:10 10:9 17:4,9 21:5,9 39:5 41:12 43:17 45:12 57:20</b>	<b>11501</b> 87:23 <b>11553</b> 8:18 <b>12.50</b> 2:15 <b>12151</b> 87:6 <b>13</b> 59:17 <b>13,823.51.</b> 2:15	<b>200</b> 63:18,24 64:2 68:13 <b>200,000</b> 59:15 <b>2001</b> 9:3 <b>20036</b> 9:4 <b>201</b> 9:17 <b>2023</b> 1:15 2:4,5 2:13,13,14,15 3:3,3,15,15 4:7 4:7,23,23 5:6,7 5:14,15 6:12 6:16 22:7,8 87:25	<b>2653</b> 3:24 19:22 <b>2654</b> 3:10,18 3:24 <b>2661</b> 4:10 20:8 <b>2662</b> 5:1 27:18 <b>2663</b> 4:18 20:19 35:12
<b>0 3:24 5:22 0.50. 5:17 010,870.50 2:21</b>	<b>130,751.25.</b> 18:1 <b>1300</b> 8:10 <b>1334</b> 75:20 <b>135</b> 50:16 <b>14</b> 31:23 32:2 <b>149</b> 59:13 <b>14th</b> 49:14 <b>150</b> 81:10 <b>153,662.18.</b> 2:22	<b>2023</b> 1:15 2:4,5 2:13,13,14,15 3:3,3,15,15 4:7 4:7,23,23 5:6,7 5:14,15 6:12 6:16 22:7,8 87:25 <b>204</b> 6:8 <b>21</b> 87:25 <b>22,244</b> 36:16 <b>22,244.00</b> 5:16 <b>22,910.93.</b> 17:25	<b>2664</b> 5:10 21:6 <b>2665</b> 5:1,10 <b>2666</b> 5:17 36:16 <b>2670</b> 2:22 3:4 <b>2673</b> 2:7,16 <b>2677</b> 6:3 <b>2678</b> 17:7 <b>2679</b> 6:3 <b>2680</b> 5:22 <b>2681</b> 6:3 <b>2685</b> 4:10 <b>2686</b> 2:7,17,23 3:4,10,18,24 4:10,18 5:1,10 5:17,22
<b>1 2:4,12 3:3,14 4:7,22 5:6 1,010,870.50 17:24 1,808.80 27:20 10 8:3 39:14,25 50:22 51:12 100 64:1 100,000 50:15 67:20 10004 1:13 10014 9:18 10017 7:13 10:12 10022 7:6 9:11 1006 9:17 1010 8:17 10100 8:10 10281 7:20 10:4 105 5:25 108 83:3</b>	<b>157</b> 57:9,13 <b>16</b> 69:16 <b>16th</b> 49:14,15 84:10 86:6 <b>17,357.31</b> 27:19 <b>17,357.31.</b> 3:17 4:25 <b>18,000</b> 13:25 16:2,20 <b>19</b> 1:15 6:12,16 <b>19th</b> 49:15,15 1st 63:2,3	<b>22,244.00</b> 5:16 <b>22,910.93.</b> 17:25 <b>225</b> 73:15 <b>23rd</b> 22:7 46:20 <b>2488</b> 22:5 <b>24th</b> 22:8 <b>250</b> 7:19 10:3 61:9 <b>26.65.</b> 4:17 20:20 35:13 <b>2647</b> 2:7 17:6 <b>2648</b> 2:16 <b>2649</b> 2:22 17:24	<b>2710</b> 6:3 <b>2711</b> 6:3 <b>2712</b> 6:3 <b>2713</b> 6:3 <b>2721</b> 5:22 36:19 <b>2725</b> 5:10

[2726 - absolute]

Page 2

<b>2726</b> 5:11	<b>34</b> 34:25	27:18	<b>84,366.60.</b>
<b>2727</b> 6:4	<b>34th</b> 7:12	<b>53,593.33.</b> 2:6	23:22 28:8
<b>2729</b> 6:4	10:11	16:17	<b>85,000</b> 31:3
<b>273,698.50</b>	<b>359</b> 60:20	<b>53703</b> 8:4	34:3
18:14	<b>362</b> 5:25 22:2	<b>55</b> 7:5	<b>86,240</b> 19:1
<b>2730</b> 6:4	<b>38</b> 31:22	<b>59</b> 6:9	<b>86,240.00</b> 3:9
<b>2731</b> 2:7,17,23	<b>3:54</b> 86:16	<b>599</b> 9:10	<b>880,996.95.</b> 5:9
3:4,10,18,24	<b>3rd</b> 24:12		21:7
4:11,18 5:1,11	28:17	<b>6</b>	
5:17,22 6:13		<b>6</b> 39:13,18 43:3	<b>9</b>
<b>2732</b> 6:23		<b>6,247.50</b> 5:21	<b>9,495</b> 20:20
<b>2734</b> 6:11,17	<b>4,141</b> 36:20	<b>6/1</b> 2:14	35:12
<b>2735</b> 6:19	<b>4,230.36.</b> 4:9	<b>6/1/2023</b> 2:5,21	<b>9,495.00</b> 4:17
<b>2736</b> 6:15	20:9	3:8,16,23 4:8	<b>9,810</b> 19:23
12:10	<b>4,613,361.75</b>	4:16,24 5:8,16	<b>9,810.00</b> 3:23
<b>2767</b> 61:19	2:6 16:17	5:21	<b>9/30</b> 2:15
<b>28</b> 83:12 84:10	<b>40</b> 57:21 59:2	<b>600</b> 8:3	<b>9/30/2023</b> 2:6
86:6	<b>400</b> 9:3 73:11	<b>600,000</b> 60:21	2:21 3:9,16,23
<b>28th</b> 37:16	<b>400,000</b> 50:25	<b>647.59.</b> 18:15	4:9,16,24 5:8
<b>2:01</b> 1:16	<b>4001</b> 22:3	<b>65</b> 72:7	5:16,21
<b>2nd</b> 84:21	<b>403</b> 10:18		<b>90</b> 63:10
	<b>44</b> 77:22 78:1,5	<b>7</b>	<b>90067</b> 8:11
<b>3</b>	<b>448.41.</b> 3:9	<b>7,990</b> 19:12,18	<b>960</b> 59:11
<b>3,933,595.25</b>	19:2	<b>706</b> 2:15	<b>98104</b> 10:19
5:9 21:7	<b>450</b> 50:13	<b>706,112.50</b>	<b>a</b>
<b>30</b> 2:4,13 3:3	73:12	17:11	<b>aaron</b> 9:13
3:15 4:7,23 5:7	<b>46th</b> 7:5	<b>75</b> 47:9,12,14	17:21
61:9 83:3		67:14	<b>aaronson</b> 3:22
<b>300</b> 87:22	<b>5</b>	<b>750</b> 61:12	19:22
<b>305</b> 5:25	<b>50</b> 13:7,13	<b>750,000</b> 61:9	<b>abide</b> 31:4
<b>312</b> 70:7	14:24 36:16	<b>780</b> 7:12 10:11	32:14
<b>318,659</b> 20:9	68:11 74:15,17	<b>794</b> 6:22	<b>able</b> 14:3 19:11
<b>318,659.00</b> 4:9	77:20		32:1,21,21
<b>320</b> 6:7,22	<b>500</b> 10:18	<b>8</b> 59:17	40:12 48:12
39:12	50:13 61:23	<b>80</b> 64:1	54:17
<b>330</b> 87:21	81:10	<b>84,000</b> 30:2	<b>absolute</b> 22:17
<b>333</b> 8:17	<b>516,604.80</b>	<b>84,366</b> 24:15	
	3:17 4:25		

[absolutely - amended]

Page 3

<b>absolutely</b> 47:6 60:6	<b>actual</b> 2:3 4:15 <b>actually</b> 30:10 35:1 44:4 45:1 48:13 55:21	<b>adversary</b> 6:6 75:3	<b>agreements</b> 52:24 <b>ahead</b> 13:14 14:11 18:2 44:24 47:23
<b>abuse</b> 49:4 50:8 59:16,18 60:23 61:10 80:16	<b>ad</b> 47:8 <b>adams</b> 79:10 <b>add</b> 13:3 18:4 38:23 45:1	<b>advising</b> 52:4 <b>advisor</b> 2:12 4:6 19:17	<b>aiming</b> 76:22 <b>ain't</b> 67:13 <b>al</b> 6:8 <b>allegations</b> 59:17
<b>abuser</b> 82:15	<b>addition</b> 12:11 53:22 70:4	<b>affected</b> 27:3 68:13 72:7	<b>alleged</b> 49:3 <b>afternoon</b> 12:3 17:8,21 18:17
<b>abusers</b> 60:22	<b>address</b> 38:5 39:2 56:10	<b>affiliates</b> 45:17 46:14 61:7 63:1	<b>allegedly</b> 58:22 <b>allow</b> 22:3,13 53:17 75:1
<b>access</b> 39:20 52:9,25 53:25 54:20,22	<b>addition</b> 12:11 53:22 70:4	<b>afford</b> 13:10 20:11,21 21:8	<b>allowance</b> 2:2 2:10 3:12 4:4 4:20 5:3
<b>accessed</b> 39:22	<b>addressed</b> 35:15 40:4 79:19	<b>agenda</b> 6:11,11 6:15,16 12:5,8 12:9,12,21	<b>allowed</b> 31:17 39:15 43:7 53:25 63:24
<b>account</b> 19:13 85:11	<b>addressing</b> 37:10	<b>aggregate</b> 50:8 59:14	<b>alternatives</b> 45:20
<b>accounting</b> 27:13	<b>adequate</b> 51:19 51:22 53:15,16	<b>ago</b> 58:18	<b>alvarez</b> 2:9,13
<b>accurate</b> 28:14 87:4	<b>adjourned</b> 23:25 86:14	<b>agree</b> 25:13 30:10 33:7	2:16 17:4,6,9 17:15
<b>accurately</b> 18:18 20:13,23	<b>adjustment</b> 85:16	<b>aggregate</b> 50:8 59:14	<b>amala</b> 10:16,17 10:21 37:25
<b>acknowledge</b> 62:4	<b>adjustments</b> 16:4	<b>ago</b> 58:18 14:22,23	<b>amala's</b> 43:11 <b>amend</b> 50:10
<b>act</b> 59:16	<b>administrative</b> 63:24	<b>agreeable</b> 38:3,13,15,25 40:4,25 42:16	<b>amended</b> 5:19 6:11,15 12:4,8 12:9 36:18
<b>acting</b> 32:6	<b>advance</b> 44:21	<b>agreed</b> 13:2,24 16:20 34:15	37:2 38:11
<b>action</b> 74:13 76:13 77:6 81:9	<b>adversaries</b> 75:14	<b>agreement</b> 16:1 39:11 40:9 41:21	
<b>actions</b> 6:2 45:9 54:10 73:19 74:25 76:4 77:14		<b>agreement</b> 52:9 63:14,16	
<b>active</b> 57:24			
<b>actively</b> 78:1 79:1			
<b>activity</b> 37:22 80:7			

**[amended - assets]**

Page 4

49:13 69:10 <b>america</b> 2:10 2:14,16 <b>amount</b> 20:13 25:13 36:24 <b>amounts</b> 24:13 <b>analogies</b> 55:25 <b>anderson</b> 48:12 <b>andrew</b> 10:7 12:6 35:14 <b>angeles</b> 8:11 <b>answer</b> 22:21 34:2 46:10 66:25 74:1,2,3 85:3 <b>answering</b> 25:5 <b>answers</b> 16:13 73:6 <b>anticipate</b> 84:12 <b>anybody</b> 16:24 17:14 18:7,20 19:5,19 20:4 20:14,25 21:12 41:8 62:11 73:17 <b>anyways</b> 38:19 <b>apologies</b> 38:17 71:23 <b>apologize</b> 12:10 38:20 77:5 84:1 <b>appalled</b> 24:4 <b>appear</b> 48:12	<b>appearance</b> 27:23 <b>appearing</b> 21:9 <b>application</b> 2:1 2:9,19,25 3:6 3:12,20 4:4,13 4:20 5:3,13,19 12:20 13:1,6 13:18 14:1,7 15:9 16:9,16 16:25 17:4,6,7 17:10,15,24 18:6,9,13,16 18:19,21,25 19:6,8,21 20:5 20:7,19,23 21:4,13,23 24:3 25:11 27:16 28:5 33:16 35:11,12 36:7,15,18 <b>applications</b> 12:13,18 13:7 13:13,14,20,21 14:9,13,15,18 15:13 16:2 18:10 22:10 24:19 29:3 37:5,9 <b>applied</b> 29:14 <b>apply</b> 24:18 30:14,22 <b>applying</b> 62:3 <b>appraisals</b> 53:11 <b>appreciate</b> 28:21 30:3	44:19,20 55:23 <b>appreciated</b> 45:21 71:13 <b>approach</b> 33:7 50:5 55:25 <b>appropriate</b> 21:15 32:24 41:20 79:20 80:17 <b>appropriately</b> 77:16 <b>approval</b> 21:23 25:10 54:21 <b>approve</b> 27:12 49:25 63:13 75:17 <b>approved</b> 17:1 17:16 18:10,22 19:7,20 20:6 20:16 21:2 25:15 35:17,18 36:17 51:17 63:7 <b>approving</b> 37:2 53:4 <b>approximately</b> 14:13 73:12 <b>archdiocese</b> 63:9,11 <b>area</b> 74:15,17 75:2 81:14,14 <b>aren't</b> 16:5 60:2 72:20,23 81:17 <b>argue</b> 22:9 62:8	<b>argued</b> 23:7 <b>arguing</b> 66:22 <b>argument</b> 22:6 23:23,23,25 24:8 64:6 <b>ark</b> 6:7 <b>arrange</b> 78:21 78:22 <b>array</b> 79:13 <b>arrowwood</b> 31:23 48:9,10 52:6 57:7,23 61:12 66:4,10 70:25 71:6 72:8 76:15 78:10,11,13 <b>aside</b> 42:10 <b>asked</b> 22:19 26:18 29:23 31:20 36:12 40:6 41:25 47:1 56:1 61:19 63:22 70:5,5,10 73:25 74:10 <b>asking</b> 52:15 54:16 55:3 61:5 83:4 84:4 <b>assert</b> 33:23 75:22 <b>asserting</b> 29:13 <b>assessment</b> 53:13 <b>assets</b> 50:22 51:5 53:2,12 65:21
---	---	---	---

<b>assist</b> 40:2	<b>aware</b> 14:12	72:20,23 73:2	59:13
<b>assume</b> 32:6	21:18 67:11	73:4,9,20,24	<b>bellwether</b>
<b>assuming</b>	76:25 81:7	74:3,5,10,14	48:25 50:4
72:20,23	<b>awhile</b> 33:18	74:17,19 75:5	55:13,20,24
<b>attached</b> 31:15	<b>b</b>	75:7,12,15	80:9
41:13 52:2	<b>b</b> 1:21	76:1,8,14,20	<b>belts</b> 61:8
75:16	<b>back</b> 15:12	77:4,18 81:7	<b>bench</b> 13:12
<b>attachment</b>	35:18,19 39:10	81:19,21 82:1	22:18 51:24
53:22	40:16 42:2,10	82:5,10,13	<b>bene</b> 23:20
<b>attack</b> 57:12	49:11 54:10,15	84:10,15,18,22	<b>benefit</b> 15:11
<b>attempt</b> 23:13	57:11 59:25	84:25 85:3,5,7	70:25
<b>attend</b> 47:24	60:6 62:7,8	85:18,25 86:3	<b>berkeley</b> 4:5,7
<b>attendance</b>	63:13 65:4	<b>bankruptcy</b>	4:10 20:8,12
36:21	84:20	1:1,11,23 6:1	20:15
<b>attending</b> 26:8	<b>background</b>	16:11 22:2	<b>best</b> 22:11
<b>attention</b> 16:6	28:19 29:5	29:7 34:25	24:14 28:5
69:7	31:6 32:15	44:4	47:5 51:20
<b>attorney</b> 2:5	<b>bad</b> 33:17	<b>bare</b> 47:12	<b>better</b> 48:12
5:16 42:6	<b>bair</b> 3:13,15,18	80:20	49:21 50:1
<b>attorneys</b> 7:4	4:21,23 5:1 8:1	<b>basic</b> 49:4	51:16 62:19
7:11,18 8:2,9	8:6 21:22	<b>basically</b> 55:22	<b>beyond</b> 70:22
8:16 9:2,16	22:11 23:16,17	58:10	<b>big</b> 33:15 66:5
10:2,10,17	24:15,25 25:6	<b>basis</b> 15:24	72:18
<b>aty</b> 3:16 4:24	25:8 27:16,22	46:22 53:3	<b>bill</b> 36:3
5:8	27:25,25 28:10	68:16	<b>billing</b> 37:1
<b>automatic</b> 22:1	28:13,18,21,24	<b>bates</b> 44:16	<b>bit</b> 13:5 24:17
26:20 29:13	29:4,25 30:3	<b>bear</b> 23:9,17	67:25 72:7
30:13,22 31:10	30:10,16 31:4	24:7	74:21
73:14	31:22 32:12	<b>beginning</b>	<b>blackline</b> 85:1
<b>available</b> 18:5	33:2,13,21	13:12	<b>blamed</b> 83:23
59:12 64:16	35:7,9	<b>behalf</b> 20:1	<b>blind</b> 53:5
76:22 77:8	<b>balance</b> 15:23	28:1 37:13	<b>blow</b> 32:9
<b>avenue</b> 7:12	<b>ball</b> 10:6 56:1	43:17 57:20	<b>blvd</b> 8:10
9:10 10:11	56:19 68:1,2,6	<b>believe</b> 12:15	<b>boat</b> 72:14
<b>average</b> 50:25	68:10,12,20,24	35:15 37:9	<b>borrowing</b>
65:6	69:6,12,23	40:5 41:4,12	70:24 71:6
	70:2 71:15	41:23 58:12,23	

**[boulevard - characterization]**

Page 6

<b>boulevard</b>	8:17	16:16,18,21,23	50:3,4,5 52:21	78:8,10,11,17
<b>bowen</b>	3:15,17	17:2 35:14,14	59:5 60:3,3,19	78:19,25 79:1
	4:23,25	37:6,8 44:1	61:4,11 62:1	79:2,5,8,12,13
<b>bowling</b>	1:12		62:16,23 63:25	79:17,22 80:1
<b>breach</b>	45:15		65:20 66:7,13	80:9 81:15,17
<b>breaches</b>	37:18		66:18 67:5	81:22,25 82:23
<b>break</b>	50:3		68:8,21 69:4,8	<b>cash</b> 15:2
	86:12		72:6 73:18,21	<b>categories</b> 37:1
<b>breakdown</b>	23:12		74:12,22,24	<b>category</b> 35:22
			77:12 78:12,15	36:4 73:17
<b>brief</b>	34:20		80:16,18 82:16	<b>catholic</b> 1:7 6:7
<b>briefed</b>	57:16		<b>cases</b> 15:21	12:3
<b>briefly</b>	37:14		29:5 31:23	<b>caught</b> 39:6,7
	43:1		45:15,25 46:5	<b>caused</b> 72:10
<b>bring</b>	32:16		46:8,9,10,11	<b>cemetery</b> 75:6
	60:17		46:12,18,21	75:7
<b>bringing</b>	54:8		47:2,3,4,16,18	<b>centre</b> 1:7 6:7
	75:8		48:6,10,21,25	12:4
<b>brings</b>	78:14		49:2,4,5 50:5,6	<b>cents</b> 36:16
<b>brought</b>	16:6		51:11,12 53:19	<b>certain</b> 6:1
	29:16		54:2,5,6,7,18	15:23 22:1
<b>brunt</b>	24:7		54:18 55:10,10	29:5 44:10
<b>bums</b>	3:13,15		55:11,12,13,16	45:9
	3:17 4:21,23		56:4,7,9,9,23	<b>certainly</b> 50:7
	4:25		57:3,7,21,23	62:10 81:14,14
<b>bunch</b>	55:20		58:4,8,11,15	<b>certified</b> 87:3
<b>burden</b>	86:5		58:17,18,22	<b>chair</b> 56:11
<b>burns</b>	8:1		59:3,7 60:4,11	<b>change</b> 66:21
	21:22 22:9,11		60:12,16,24	71:15
	23:7,14 24:8		61:12,12 63:5	<b>changes</b> 17:1
	24:15 25:17		64:12,18,21	<b>chapman</b> 33:4
	27:16		65:6,10 66:20	<b>chapter</b> 6:2
<b>busily</b>	69:15		67:7 69:3,17	45:10
<b>business</b>	58:10		69:18,19 70:7	<b>characteristics</b>
<b>butler</b>	10:7		70:8 72:8 73:7	80:5
	12:6,7,10 13:4		73:10 75:23	<b>characterizat...</b>
	13:16 15:25		77:20 78:1,4,5	26:12

**[charge - compensation]**

Page 7

<b>charge</b>	25:3	29:20 52:11	<b>colleague</b>	4:1
<b>charged</b>	22:12	61:23 62:13,19	12:15	5:5,24 7:11 8:2
	23:9	62:21,22 72:6	<b>colleagues</b>	8:9 12:16 21:6
<b>charging</b>	23:4	74:6 77:8 82:4	42:2,9 81:9	22:4,7,17 23:7
	28:6	<b>claims</b> 3:7,21	85:22	24:25 25:21,22
<b>charles</b>	11:3	18:25 19:6,17	<b>collect</b>	27:18 28:1
	17:8 79:10	50:9,13,16,19	62:17	29:7,11 30:6
<b>chart</b>	51:9	50:22 51:4	<b>collected</b>	30:13,23 32:15
<b>chase</b>	55:7	53:8 61:25	<b>collective</b>	32:18 37:20
<b>chewing</b>	33:18	65:14 73:18	46:23	39:2,5 40:2
<b>choice</b>	53:17	74:12,24 76:12	<b>colors</b>	43:2,17,23
<b>chris</b>	7:8 18:17	<b>clarify</b> 76:21	<b>columbia</b>	45:12,13,16
<b>christmas</b>		<b>clear</b> 25:14	10:18	49:18 52:5
	83:17 85:14	33:5 42:18	<b>come</b>	57:20 67:3,5,6
<b>chubb</b>	71:2	43:4 45:1	26:16 35:19	67:15 70:14
<b>churches</b>	70:12	61:17 75:8	53:24 56:22	73:25 74:20
<b>cinch</b>	61:8	85:7 86:11	60:6 70:16	79:16 80:21,23
<b>circuit</b>	15:16	<b>clearer</b> 56:2	71:4 81:6	80:25 81:12
	64:22,22	<b>clearly</b> 53:2	<b>comes</b>	<b>committees</b>
<b>circuits</b>	64:13	71:10,25	35:4	29:5 63:6
<b>circumstances</b>		<b>clerks</b> 28:5	<b>comfortable</b>	<b>committee's</b>
	41:5 47:13	64:25	32:18	45:8
<b>cite</b>	41:15 49:1	<b>clerks'</b> 85:11	<b>coming</b>	<b>communicate</b>
	65:1 67:4	<b>client</b> 32:1 42:6	25:15	34:8 71:7,9
<b>cited</b>	79:22	52:4	29:2 64:2	<b>communicated</b>
<b>claim</b>	43:21	<b>clients</b> 22:20	82:11 84:20	26:4 34:22
	44:8,12 51:5	72:5	<b>comm</b>	42:7
	52:6,12 59:11	<b>close</b> 24:7 83:7	3:16	<b>companies</b>
	60:19 61:11	<b>closed</b> 43:12	4:24 5:8	26:1 34:6
	70:20 76:13,14	73:22 74:25	<b>comment</b>	<b>company</b>
	76:16 83:2	<b>cna's</b> 30:6	82:22 83:14	5:15
<b>claimant</b>	51:1	<b>cochran</b> 10:16	<b>comments</b>	27:7 29:12,12
	62:16 65:5	10:17	15:9,10 36:9	30:9 36:15
	67:21	<b>code</b> 6:1	39:8 69:14	<b>company's</b>
<b>claimants</b>	22:2	<b>collaborate</b>	82:25	31:13
	22:3,14,20	47:2	<b>commitment</b>	<b>compel</b>
	23:6 25:23		83:6	22:13
			<b>committed</b>	<b>compensation</b>
			49:3	2:2,10,20 3:1,7

**[compensation - counsel]**

Page 8

3:13,21 4:5,14 4:21 5:4,14,20 <b>competition</b> 69:19 <b>competitors</b> 67:7 <b>complaint</b> 75:19 <b>complete</b> 23:1 <b>completely</b> 51:14 <b>complications</b> 70:12 <b>comply</b> 15:14 37:21,23 <b>compute</b> 63:21 <b>concern</b> 15:5 25:19 26:14 <b>concerned</b> 26:2 43:23 <b>concession</b> 70:14 <b>concluded</b> 86:15 <b>concludes</b> 37:4 <b>concocted</b> 22:16 <b>conduct</b> 38:5 <b>confer</b> 41:17 43:3 44:1,22 79:16 80:2 <b>conference</b> 4:1 6:8,20,22 33:9 34:1,2 37:15 41:17,25 43:19 44:20	<b>conferences</b> 33:6 34:10,11 34:14 47:25 <b>conferred</b> 37:20 54:25 <b>confidence</b> 68:22 <b>confidential</b> 39:20,22 42:16 <b>confidentiality</b> 39:11,14 40:9 40:17 41:3,21 42:3 52:16,19 <b>confirm</b> 12:23 50:14 74:20 <b>confirmation</b> 46:12,14 <b>confirmed</b> 40:17 56:20 62:19 67:6 <b>conjunction</b> 36:10 <b>connect</b> 32:1 <b>connected</b> 16:8 71:23 <b>connection</b> 6:9 6:20 23:5,10 24:13 37:18 63:3 65:15 <b>consensual</b> 13:25 16:1,4 45:22 63:4,7 <b>consensually</b> 13:2 <b>consequence</b> 71:24	<b>consequences</b> 74:23 76:11 <b>consider</b> 39:9 45:20 65:13 <b>considered</b> 73:25 77:16 <b>considering</b> 41:24 <b>consulting</b> 18:1 <b>contain</b> 52:14 <b>contemplate</b> 48:15 <b>contemplated</b> 40:2 <b>contested</b> 45:8 <b>context</b> 39:15 55:24 79:20 80:16,19,20 <b>continue</b> 13:10 44:14 58:22 71:8 75:18 83:4 <b>continuing</b> 12:25 <b>control</b> 13:11 77:20 <b>conversation</b> 56:15 <b>conversations</b> 47:21 48:7 48:19 <b>conveyed</b> 27:3 39:19 <b>coordinated</b> 78:20,22 <b>copied</b> 67:11 <b>coran</b> 9:6 36:22,22 37:3	<b>corners</b> 51:21 <b>correct</b> 17:12 18:3 19:3,13 20:2 27:22 30:16,21 73:10 77:21 85:21 <b>corrected</b> 5:24 81:8 <b>correctly</b> 28:2 28:4,4 <b>corresponde...</b> 54:10 58:13 60:13 <b>corrine</b> 10:6 <b>cost</b> 14:18 <b>costs</b> 14:2 24:6 61:11 66:19 <b>couldn't</b> 24:14 <b>counsel</b> 2:20 3:2,14,21 4:16 4:22 5:5,21 9:9 20:22 21:5 24:9 25:7,16 25:24 26:12 27:17 28:1 29:6 31:18 40:8 42:19,20 45:16 47:6,7 47:21 48:7 52:8 54:21 56:3,23 59:21 66:11 67:4,10 67:14 69:8,17 70:5,9 72:3 74:8 76:23 77:12 79:4,9
---	---	--	--

[count - day]

Page 9

<b>count</b> 57:2 86:7	33:15 34:1,7 34:10,14,24	74:9,11,13,16 74:18,21,24	<b>creditors</b> 5:6 5:25 51:15,18 53:12,17 66:25
<b>counted</b> 59:16 75:9	35:8,10,17 36:6,12,24	75:1,2,6,11,13 75:14,19,25	<b>creditors'</b> 27:17
<b>country</b> 29:6 87:21	37:4,11,16,22 37:25 38:6,8	76:5,10,13,18 76:23 77:1,10	<b>currently</b> 32:3 57:22
<b>county</b> 81:6	38:10,10,13,23	77:23,24 78:10	<b>cut</b> 23:24 55:6
<b>couple</b> 42:2 47:17 62:17 73:5	39:1 40:8,10 40:11,14,21 41:2,8 42:13	78:16 79:2,7 80:18 81:5,18	<b>cva</b> 43:21 44:8 44:11 45:2 52:8,11,16,20
<b>course</b> 26:20 32:14 46:4 61:10 67:22 70:18 81:11	42:15,19,20,21 42:25 43:10,14 43:20 44:6,24 45:4,7,9,16,24	81:20,24 82:3 82:8,12,18,20 82:21 83:1,8 83:18,20,22,25	52:25 53:8 54:19 73:22 74:25 81:9
<b>court</b> 1:1,11 6:2 12:2,9 13:4 14:6,12,17,23 15:2,6,11,15 15:19,25 16:12 16:15,19 17:3 17:10,13,19,23 18:7,12,20,24 19:4,5,12,16 20:3,4,14,18 20:25 21:4,11 21:18,19,25 22:25 23:14,17 24:18 25:3,9 25:23,24 26:10 26:16,25 27:5 27:11,15,23 28:3,12,15,20 28:22,25 29:16 29:18 30:1,8 30:15,24 31:5 31:18,19 32:1 32:9,25 33:3	46:4 47:6,7,20 47:21 48:7,10 48:15,16,17 49:8,16 50:10 50:20 52:4,8 53:7 54:2,24 55:5,8 56:3,3 56:14,23 57:2 57:3,4,7,14,23 58:1 60:4 61:17 62:2,5,6 62:8,12 63:15 64:5,11,15,18 64:24 65:5,25 66:2,6,13,16 67:3,10,14 68:1,4,9,11,18 68:22 69:3,8 69:10,17,21,25 71:13 72:3,16 72:22,25 73:3 73:5,7,16,19 73:21 74:2,4,7	84:5,9,13,17 84:20,23 85:2 85:4,6,9,21 86:1,11 <b>courtesy</b> 85:23 86:1 <b>courthouse</b> 48:14 60:12 <b>courtroom</b> 56:12 <b>courts</b> 44:14 <b>court's</b> 20:1 37:24 <b>cover</b> 51:25,25 <b>coverage</b> 32:10 35:2,4 60:20 60:20 61:8 66:12 75:14,18 76:12 <b>coverages</b> 61:6 <b>crack</b> 66:10 <b>creditor</b> 3:16 4:24 5:8	<b>d</b> <b>d</b> 12:1 22:2 <b>damages</b> 51:14 <b>dare</b> 24:2 <b>data</b> 50:5 55:14 56:16 <b>database</b> 37:17 43:7 <b>date</b> 31:24 87:25 <b>dates</b> 49:16 <b>david</b> 65:17 <b>davie</b> 79:10 <b>day</b> 2:5 7:17 10:1 12:7,20 13:18 14:1,7 16:1,16,24 17:6 22:18 28:25 29:10 33:9,17 35:15 37:13 44:1 48:23 51:20 77:25

[day's - different]

Page 10

<b>day's</b> 2:1	<b>debtors</b> 8:16	<b>defendant</b> 58:2	<b>depend</b> 76:1
<b>days</b> 42:2	45:17	58:11	<b>depending</b> 86:7
49:21 83:3	<b>debtor's</b> 18:1	<b>defendants</b> 55:15 70:16,18	<b>deposition</b> 59:24
84:10 86:6	26:12 45:17	71:3,5 72:14	<b>depositions</b> 78:23
<b>days'</b> 83:12	<b>december</b> 1:15	77:9	<b>describe</b> 22:15
<b>dba</b> 58:22 59:8	6:12,16 87:25	<b>defense</b> 61:11	<b>desiderio</b> 7:8
<b>dbas</b> 60:11	<b>decide</b> 49:7	66:18	18:17,18,23
<b>dc</b> 9:4	51:2,18 67:22	<b>defenses</b> 66:12	<b>designation</b> 52:16,20
<b>deadlines</b>	82:9,10	<b>delaware</b> 76:14	<b>desire</b> 47:23
83:15	<b>decided</b> 85:13	<b>demand</b> 22:14	<b>desk</b> 66:16
<b>deal</b> 16:3 21:22	<b>decides</b> 82:12	22:14,21 25:20	<b>detail</b> 69:18
80:13 83:16	82:18	26:3,19,19,25	<b>determine</b> 82:15
<b>debtor</b> 1:9 2:12	<b>deciding</b> 51:7	27:2,5 29:8,11	<b>detour</b> 42:21
3:3 7:18 9:9	54:25 85:10	29:20,20,24	<b>developments</b> 47:22
10:2 12:7	<b>decision</b> 30:5	30:8,15 31:1	<b>dialogue</b> 30:20
13:10 20:23	30:17,19 31:15	31:18,19 32:11	80:9
25:20,21 26:4	31:17 32:13,16	34:21	<b>diatribe</b> 24:8
27:5 28:17	56:8 57:6 71:1	<b>demands</b> 22:4	<b>didn't</b> 23:2,3
29:23 30:9,15	<b>decisions</b> 31:16	22:23 25:22,22	23:25 26:15,16
30:20,20,25	<b>declaration</b>	25:25 26:5	30:22 35:21,25
32:5 33:7,10	25:1,4 27:10	29:15 30:7,12	38:9 39:7
33:22 34:22	27:12 28:16	30:14 31:1,8,9	40:10 46:16,24
35:15 37:13	38:1,5,11,12	31:12,24 32:7	48:15 56:10,25
39:15,21 40:5	38:24 41:1	32:21	60:5 80:25
40:24 41:19	42:18 43:11	<b>denied</b> 22:17	81:2 82:5
42:4,23 43:5	52:2 53:23	55:8 61:20	<b>diego</b> 65:2,22
43:21 44:13,21	86:4	80:21,23	<b>differ</b> 65:21
47:1 49:13	<b>declarations</b>	<b>denies</b> 49:24	<b>difference</b> 27:13
52:15,19 53:23	24:11	<b>deny</b> 70:2	<b>different</b> 32:20
54:3,8 55:1	<b>deducted</b> 25:12	71:22	49:3 62:5
58:1,8,18	<b>deducts</b> 63:20	<b>denying</b> 22:8	
59:20 60:17,18	64:3	68:3,9 77:6,10	
60:25 61:7	<b>deegan</b> 4:15,17	77:15	
62:11,25 67:2	8:15 20:19,22	<b>department</b>	
77:25 84:1	35:11	9:15 59:9	
<b>debtor's</b> 2:5	<b>deems</b> 32:23		
5:15			

[different - due]

Page 11

65:14,24 67:16 67:17 69:5 <b>difficult</b> 23:21 24:4 <b>dine</b> 7:15 12:15 41:9,11,11 43:16,16 44:24 44:25 57:18,19 57:19,24 58:5 58:6,7 69:14 <b>dine's</b> 52:2 53:22 <b>diocesan</b> 29:7 32:17 78:23 <b>diocese</b> 1:7 6:7 12:4 22:4,13 22:15 39:18,19 40:2 46:9 51:10 53:6,9 53:12 54:1 56:11 58:11 59:4,6 72:12 73:10,13 78:18 82:15 <b>directed</b> 37:16 78:12 <b>direction</b> 78:20 <b>directionally</b> 74:14 <b>directive</b> 37:19 37:21,24 <b>directly</b> 67:3 <b>disallowed</b> 24:16 <b>disclose</b> 49:17 <b>disclosure</b> 40:3 49:9,11,12,13	49:20,25 50:8 50:25 51:6,17 51:18,21 53:4 53:15 63:7,22 64:8,9 67:18 69:10,15,21 70:7,22 80:21 80:22 83:5,9 83:10,10,12 84:24 <b>disclosures</b> 42:5 78:21 <b>discovery</b> 6:9 6:20 12:14 37:10 43:14,24 44:11 48:4 77:21 78:18 82:6 <b>discuss</b> 47:16 <b>discussed</b> 13:23 15:4 <b>discusses</b> 13:20 <b>discussing</b> 36:1 <b>discussion</b> 14:7 14:21 15:22 34:17 39:8 44:12 <b>discussions</b> 55:18 80:12 <b>dismiss</b> 47:9 62:25 76:2 80:23 <b>dismissal</b> 45:20 63:4 70:10 72:4 75:16 <b>dismissed</b> 62:1 65:3 73:22	74:22 75:12 80:18 <b>distribution</b> 69:13 <b>district</b> 1:2 37:1 57:3,3,10 75:13 <b>diversity</b> 75:21 75:22 <b>doc</b> 2:6,16,22 3:4,10,18,24 4:10,18 5:1,10 5:17,22 6:3,8 6:11,15,19,22 <b>docket</b> 12:10 39:12 81:5 <b>doctrine</b> 75:1 <b>document</b> 6:9 6:13,17 54:22 54:22 <b>documents</b> 4:2 43:6,8,21,22 <b>discussing</b> 36:1 <b>discussion</b> 14:7 14:21 15:22 34:17 39:8 44:12 <b>discussions</b> 55:18 80:12 <b>dismiss</b> 47:9 62:25 76:2 80:23 <b>dismissal</b> 45:20 63:4 70:10 72:4 75:16 <b>dismissed</b> 62:1 65:3 73:22	<b>dollar</b> 62:14 <b>don't</b> 13:9 15:3 15:8,14 16:13 18:3 21:14,20 22:22 23:8,10 23:14 24:1 27:1 28:8,10 28:13 32:5,9 33:13 35:20 36:17 38:2,15 38:18,19,21,25 40:5,23 41:4 41:15,18 47:24 48:7,25 49:12 53:7,10 56:5 56:25 60:9 61:15,18 62:20 64:20 65:6,16 65:17 66:8,12 66:19,22 67:21 68:19 71:6 72:6 73:16 74:1,2,3,24,25 76:3,10,18 79:3,7,19,25 80:12,15 81:12 83:9 84:6,18 85:10 86:11 <b>doty</b> 8:3 <b>doubts</b> 51:22 <b>draw</b> 69:7 81:15 <b>drink</b> 61:15 <b>dropped</b> 48:8 <b>due</b> 32:4
---	---	---	---

<b>e</b>			
<b>e</b> 1:21,21 3:8 3:10 7:1,1 8:3 11:5 12:1,1 87:1 <b>earie</b> 8:17 <b>earlier</b> 84:3 <b>early</b> 32:4 <b>ears</b> 29:2 <b>eastern</b> 6:13,17 57:3 <b>ecclesia</b> 54:13 58:25 60:15 61:4 <b>ecf</b> 17:6,24 18:13,14 19:1 19:9,17,22 20:8,19 21:6 22:5 27:18 35:11 36:16,19 61:19 <b>ecro</b> 1:25 <b>education</b> 59:9 <b>effect</b> 62:4 83:15 <b>effective</b> 14:18 30:7 <b>effectively</b> 59:1 <b>eight</b> 57:4 <b>either</b> 32:4 63:13 67:19 <b>eliminate</b> 52:15 <b>eloquently</b> 70:17 <b>emails</b> 16:7	<b>embedded</b> 36:1 <b>emotion</b> 62:24 <b>emphasize</b> 33:21 <b>empty</b> 56:11 <b>encompassed</b> 36:4 <b>ended</b> 59:9 <b>enforceable</b> 34:21 <b>engage</b> 63:2 80:11 <b>ensure</b> 30:7 <b>enter</b> 28:16 <b>entered</b> 22:8 22:18 28:25 76:7 80:24 <b>entities</b> 65:14 <b>entitled</b> 41:4 <b>entitlement</b> 83:11 <b>entity</b> 59:10 <b>entries</b> 15:14 15:14 24:12 <b>erase</b> 81:19,21 81:22 <b>eric</b> 7:22 37:12 <b>especially</b> 42:16 52:6 <b>essentially</b> 33:24 46:12 80:7 <b>estate</b> 26:3 27:4 <b>et</b> 6:7 <b>eve</b> 55:25 84:14,17	<b>event</b> 43:9 71:9 <b>events</b> 30:4 <b>eventually</b> 59:9 <b>everlaw</b> 37:17 37:22 39:8,15 39:23,23 41:14 52:10 54:21 <b>everybody</b> 34:14 66:9 82:4 <b>evidence</b> 47:17 <b>evidenced</b> 47:5 <b>exactly</b> 29:22 55:19 70:5 82:2 <b>examination</b> 37:17 <b>example</b> 65:9 <b>excellent</b> 24:22 <b>except</b> 21:21 40:24 57:1 67:16 <b>exercise</b> 79:14 79:15 <b>exhibits</b> 69:9 71:11 83:8 85:3 <b>expect</b> 39:7 49:22 <b>expenses</b> 2:3,6 2:11,15,21 3:2 3:9,13,17,24 4:5,9,15,17,21 4:25 5:4,9,17 5:22 14:2 16:17 17:11,25 17:25 18:14	19:1,19,23 20:9,20 21:7 21:16 27:19 35:12 36:16,20 63:24 <b>expensive</b> 24:21 <b>experience</b> 29:21 <b>expert</b> 18:1 <b>explain</b> 40:11 <b>explained</b> 41:13 44:2,9 <b>explaining</b> 24:17 <b>expressed</b> 51:23 <b>expunged</b> 61:25 <b>extensive</b> 23:24 <b>extent</b> 77:14 81:15 84:16 <b>eye</b> 44:15
			<b>f</b>
			<b>f</b> 1:21,25 87:1 <b>face</b> 71:20 <b>facing</b> 66:20 <b>fact</b> 46:2 72:1 78:6 79:4 83:5 <b>facts</b> 68:14,25 71:16 <b>failure</b> 71:7,9 <b>fairbanks</b> 65:2 65:10 <b>faith</b> 80:11 <b>fashion</b> 80:11

<b>faster</b> 27:12	<b>felt</b> 26:2 30:23	<b>final</b> 25:10	<b>food</b> 81:13
<b>father</b> 60:21	31:7 32:15	<b>finally</b> 63:14	<b>forced</b> 32:16
<b>fault</b> 72:2	<b>ferguson</b> 1:25	63:15	<b>forchelli</b> 4:15
<b>favor</b> 50:24	<b>fifth</b> 64:12,22	<b>finances</b> 49:17	4:17 8:15
51:3 53:13,18	<b>fifty</b> 74:19	<b>financial</b> 4:6	20:19,22 35:11
<b>fe</b> 65:17	<b>fighting</b> 76:16	<b>find</b> 40:7 54:17	<b>foreclosing</b>
<b>federal</b> 48:16	<b>figure</b> 19:13	66:7	70:12
62:3	<b>figures</b> 20:1	<b>fine</b> 56:6	<b>foregoing</b> 87:3
<b>fee</b> 2:6,15,21	28:2	<b>finish</b> 22:25	<b>forget</b> 59:21
3:9,17,23 4:9	<b>file</b> 28:16 49:13	<b>finished</b> 25:18	<b>form</b> 24:15
4:17,25 5:9,16	49:21 52:22,22	36:1	44:5,17,18
5:21 12:13,18	55:5 69:9	<b>firm</b> 12:16	48:4
12:20,25 13:5	73:18 75:1	16:19 21:10,22	<b>formal</b> 14:4
13:6,13,18	83:5 84:5,6,7	22:10 23:3,4,9	53:21 84:7
14:1,13,15	85:13,15	24:14,21 35:13	<b>format</b> 39:23
15:9,13 16:9	<b>filed</b> 2:15,22	35:20 36:21	39:23,24
18:5,19 19:8	3:9,17 4:9,17	67:12	<b>former</b> 64:24
19:14,21 20:7	4:25 5:9 12:8	<b>firms</b> 24:11	<b>forth</b> 15:12
20:19 22:10	14:14 22:1,4	<b>firm's</b> 19:25	54:10
23:24 24:2,12	23:6,7 31:14	23:22	<b>forward</b> 13:1,8
24:18 25:11	32:22 33:16	<b>first</b> 12:12	13:9 15:4
27:16 28:4	38:2,16 40:11	21:11 24:23	29:10 41:23
29:2 33:16	45:13 46:24	29:23 33:7	48:1 49:20,22
35:10 36:10	48:23 50:9	43:2 47:3	50:3,4 58:21
37:4,9	55:11 58:24	56:18 62:21	58:22 59:3,6
<b>feel</b> 32:18	61:19 62:24	64:9 84:9	75:9
<b>feelings</b> 62:13	63:6 66:18	<b>flight</b> 54:15	<b>forwarded</b>
<b>fees</b> 13:11 14:2	68:21 70:7	<b>flights</b> 27:20	53:23
15:8,20,21	73:7,18 74:12	<b>floor</b> 7:12	<b>found</b> 45:2
16:16,20 17:10	74:23 75:4	10:11	<b>four</b> 47:23
17:24,25 18:14	76:13 83:2,2	<b>flurry</b> 80:6	48:21 51:21
19:1,18,22	84:19	<b>fly</b> 39:9 54:15	75:13 79:5
20:9,20 21:6	<b>files</b> 52:8,11,21	60:16	<b>franciscans</b>
22:11 23:4,22	82:3,16	<b>follow</b> 69:12	70:19
27:12,18 30:2	<b>filings</b> 19:15	<b>following</b>	<b>frank</b> 42:1
35:12,20,22	69:10 83:8,10	37:19	<b>frankly</b> 36:8
36:16,19 63:25			40:23 65:24

70:14	77:25 78:11,17	<b>goes</b> 51:17 69:4	<b>grabel</b> 64:22
<b>free</b> 70:18,20	79:4,9,18,24	<b>going</b> 13:1,8,8	<b>grant</b> 54:4
<b>friday</b> 38:17	80:15 82:14,20	15:3,4 16:3	<b>granted</b> 55:2
43:19 71:2	<b>getting</b> 16:10	17:5 19:9 20:9	<b>grateful</b> 32:20
84:20	25:15 32:25	23:21 24:10,25	<b>great</b> 25:17
<b>front</b> 13:6 33:4	66:23 67:13	25:3,5,9,10	62:15
49:11 57:10	69:7 72:3,14	26:5,13,13	<b>greater</b> 47:11
82:7	<b>gist</b> 22:12 23:6	27:2 28:15,16	47:11 51:10
<b>frustration</b>	53:20	32:10 33:23	<b>green</b> 1:12
62:25	<b>give</b> 17:13	36:9 41:6	<b>greg</b> 9:20
<b>full</b> 66:10 83:7	22:15,24 25:10	42:21,24 46:3	<b>group</b> 4:6,8,10
83:14,16	32:23 48:12	47:9,14,16	14:9 20:8,12
<b>fund</b> 76:15	54:16 71:16	48:13,16,16,20	21:25 49:4
<b>funds</b> 15:22	<b>given</b> 27:4,13	49:8,22 50:6	78:3
<b>furman</b> 49:1	30:6 32:19	50:13,14 51:19	<b>guam</b> 63:6
55:20	43:22 49:18	52:22,22 53:24	<b>guess</b> 38:1
<b>further</b> 33:13	70:12 77:5	54:2 56:23	42:14 73:3
35:7 37:9	83:11,16	59:3 61:20,22	82:1
82:17	<b>gives</b> 50:8,9,15	61:22 62:1,16	<b>guidance</b> 48:22
<b>future</b> 3:7,21	52:9	62:22,23 65:23	<b>guide</b> 55:17
18:25 19:6,17	<b>giving</b> 21:23	66:9,21,22,24	<b>guidelines</b>
<b>g</b>	50:11 57:16	67:19 68:20	15:15 37:2
<b>g</b> 12:1	65:4	69:23 70:1,6	<b>h</b>
<b>gallup</b> 65:16	<b>glenn</b> 1:22	70:10,15 71:15	<b>hage</b> 3:22
65:17	46:22 49:24	72:19 77:12	19:22
<b>general</b> 48:22	82:1	79:12,13,24	<b>half</b> 53:19 57:5
49:1	<b>global</b> 12:19,22	80:1,3,4,19,19	73:13
<b>generally</b> 14:9	13:17 29:10	80:22 82:15	<b>hand</b> 45:16
15:21	<b>gm</b> 55:19 80:6	85:10,12	51:16
<b>gentle</b> 29:1	<b>go</b> 12:21 13:14	<b>good</b> 12:2,6	<b>handled</b> 12:14
<b>gerard</b> 8:20	14:10,11 18:1	17:8,21 18:17	<b>hanging</b> 80:20
20:21	40:21,22 41:23	20:11,21 21:8	<b>happen</b> 57:14
<b>gerber</b> 3:8,10	44:24 47:23	37:12 45:11	<b>happened</b>
11:5 19:2,3,11	49:20 58:22	64:6 73:24	59:10 80:6,7,8
19:24,25	59:6 61:13	80:11	<b>happening</b>
<b>geremia</b> 7:23	67:2,24 70:18	<b>gotten</b> 23:25	38:19
68:25 77:22,24			

**[happens - hope]**

Page 15

<b>happens</b> 49:24 71:21 72:17 73:21,22 74:22 75:3,11,13,23 80:8 85:17	68:7 76:21 77:19 78:5 83:6	<b>highlights</b> 61:6 <b>highway</b> 66:24 <b>history</b> 81:2 <b>hearing</b> 2:1,9 2:19,25 3:6,12	30:16 31:16 32:12,19,23 33:14,20 34:23 35:6,7,14,16 36:3,8,22 37:8
<b>happier</b> 82:18	3:20 4:1,4,13	<b>hogan</b> 19:9,11	37:12,14 38:4
<b>happy</b> 12:22 13:3 25:8 71:4 82:12	4:20 5:3,13,19 5:24 6:6,8,11 6:15,19,19,22	<b>hold</b> 14:18 <b>holdback</b> 12:25 13:8,13	38:15,16,20,25 39:4,6 40:13 40:19 41:6,11
<b>hard</b> 24:5 65:12 75:8	12:12 15:10 26:8,17 29:24	13:17 14:21 16:22,23 17:17	42:1,14 43:1 43:13,16,19
<b>harrisburg</b> 63:6	31:20 36:10 37:16,24 39:6	68:11 85:9 <b>holiday</b> 85:14 86:12	44:20,23 45:6 45:13 47:24 52:1 55:6,23
<b>haven't</b> 49:23 52:9 61:17 81:16,18 83:2	42:10 43:12 44:21 46:20 48:18 49:10,12	<b>holidays</b> 83:11 83:15	56:7 57:19 58:3,7,15,23
<b>head</b> 50:12	49:21,22 51:7	<b>home</b> 62:21	59:7 61:14
<b>headline</b> 63:19 63:19 65:12 66:5	67:24 73:15 74:14 81:6 83:13,15	<b>homework</b> 71:19,21,23 86:9	62:24 63:17 64:7 65:19 68:2,6 69:8
<b>heads</b> 67:18	<b>hearings</b> 16:8	<b>hon</b> 1:22	70:4,6 71:1,10
<b>hear</b> 14:8 17:22 24:23 36:17 45:21 51:6 64:1 68:1 68:6 82:6 85:10	29:19 <b>held</b> 30:13 65:3 <b>help</b> 70:11 71:3 <b>helpful</b> 56:12 56:13 85:1 <b>here's</b> 21:24	<b>honor</b> 12:6,8 12:11,18 13:16 13:19 14:12,20 15:3,7,13,17 16:5,18,21 17:2,8,18,21	71:18 72:1,20 73:9,13,25 74:3,14 75:5 75:15 76:1,8 76:20,24 77:5 77:18 78:1
<b>heard</b> 16:24 17:14 18:2,7 18:21 19:5,19 20:5,14,25 21:12 22:6 26:8 29:22 33:10 38:14 41:22 47:8 57:16 61:18 66:21 67:15	41:3 55:16 73:16 <b>hey</b> 59:21 <b>he's</b> 24:9 48:20 <b>high</b> 54:9,11 58:3 59:8 60:17,25 61:1 78:3 <b>higher</b> 47:13 85:9	18:3,5,11,17 18:23 19:3,12 20:11,17,21,24 20:24 21:3,8 21:14 23:13 24:24 25:19 26:7 27:9,14 27:22,25 28:2 28:10,14,18 29:4,25 30:3	79:18 81:7,13 82:22 83:4 84:19 85:5,19 85:20,25 86:9 <b>honor's</b> 28:21 30:11,21 31:4 32:13 38:19 <b>hope</b> 26:4 32:12 39:9 50:3 84:18

<b>hoped</b> 45:14,14 62:25	<b>imposing</b> 68:11 <b>improperly</b> 79:24	<b>informal</b> 4:1 6:22	65:23,25 66:3 66:11 70:11,13
<b>hopefully</b> 29:9	<b>inadvertent</b> 60:8	<b>information</b> 39:17,19,20,22	71:5 72:14 75:14 76:12
<b>horse</b> 55:25 61:14	<b>inclined</b> 13:7	42:16,20 43:24	<b>insured</b> 32:6 76:16
<b>hours</b> 35:22 71:14,14	<b>include</b> 23:23	44:13 49:19 51:2,19,22	<b>insurer</b> 29:9 <b>insurers</b> 22:15 32:11 35:3 45:18 75:21 76:2 78:7
<b>hundred</b> 73:7 84:24	58:1 59:4 79:12	53:15,16 54:1 70:22 71:25	<b>intelligent</b> 53:17 <b>intend</b> 37:21
<b>hundreds</b> 54:19,19	<b>included</b> 27:20	76:21,25	<b>intended</b> 77:11 77:15 80:10
<b>hyde</b> 6:25 87:3 87:8	<b>including</b> 13:5	<b>informed</b> 31:6 37:20 53:13	<b>intentioned</b> 86:3 <b>interest</b> 46:19
<b>i</b>	52:12 59:13 70:18 73:10	<b>initial</b> 52:3 80:6	<b>interesting</b> 62:1,2 72:17 <b>interim</b> 2:1,9
<b>ice</b> 50:3	<b>incorporated</b> 58:10	<b>initially</b> 59:20 81:11	2:19,25 3:6,12 3:20 4:4,13,20
<b>idea</b> 46:22 48:13 51:3 52:7,10,11	<b>incorrectly</b> 27:20	<b>injunction</b> 42:10 54:14	5:3,13,19 12:13,18 13:20
<b>identified</b> 23:22 44:11 46:8 47:3,4 58:12 77:7	<b>increase</b> 70:24	56:8 58:20	<b>interestingly</b> 14:1,13,16 15:8,24 18:24
<b>identify</b> 22:11 23:4 24:12 77:23	<b>incurred</b> 2:3	60:1	19:8,21 20:7 20:18 21:4
<b>identifying</b> 48:6	2:11 3:2 4:15 30:1	<b>injury</b> 48:25 49:2	27:16 35:10 36:18
<b>ignore</b> 26:21	<b>indicated</b> 16:1 16:19 47:23	<b>inside</b> 66:16	<b>internally</b> 13:24
<b>impasse</b> 45:15	<b>indiscernible</b> 28:17 33:12 35:24 36:11	<b>insight</b> 32:5	<b>interstate</b> 31:24 59:11 60:24
<b>impermissible</b> 39:17	42:22 49:6	<b>instances</b> 59:18 61:9	
<b>implicate</b> 58:25	57:13 61:2	<b>insurance</b> 3:14 4:22 8:2 9:9	
<b>important</b> 53:2 53:9	65:23 82:24	24:9 25:7,16	
<b>importantly</b> 45:17,18	<b>individual</b> 74:7	26:1,2 27:7,17	
	<b>individually</b> 14:10	28:1 29:6,12	
	<b>ineffective</b> 29:15 31:12	29:12 30:9,17	
	<b>inform</b> 31:5	31:8,13 33:23	
	53:16	34:5,20 35:2,4	
		35:23,24 50:16	
		51:1 58:25	
		59:12,12,18	

<b>invite</b> 54:6	<b>it's</b> 17:16 18:22	50:2,12 51:6,7	<b>john</b> 44:10
<b>invited</b> 46:8	18:25 19:7,9	51:20 53:18	<b>joinder</b> 22:4
54:5	19:18,22 20:8	54:24 56:25	23:7 28:7,7
<b>invoice</b> 27:21	20:15,19 21:6	58:6 61:20,22	<b>joke</b> 23:21
<b>involve</b> 74:11	21:14 24:15	61:22 63:3	<b>jones</b> 2:1,5 5:5
78:2	27:18 33:17,22	66:1,13,21,22	5:7,10 7:10,17
<b>involved</b> 35:2	34:5 35:11,12	66:22 67:11	8:8 10:1,9 12:7
42:9 49:6	35:17,17 36:17	72:22 80:21	12:20 13:18
64:12	36:19,24 43:4	81:20 84:3,20	14:1,7 16:1,16
<b>involves</b> 21:21	49:16 50:10,13	85:10	16:24 17:6
59:8	53:1 54:4,22	<b>i've</b> 23:19 24:1	21:5,9 35:14
<b>involving</b>	57:3,12 59:13	24:16 27:8	37:13 39:5
35:25 54:13	61:1 62:1,15	29:1 33:5	41:12 43:17
<b>ire</b> 23:18	63:12 65:11	36:12 48:19,22	44:1 45:12
<b>irrelevant</b>	66:19 67:17	49:10,10 57:2	48:23 51:20
65:21	69:23 70:14,15	62:18,18 64:7	57:20 77:25
<b>isn't</b> 27:7 34:4	71:15 73:11,12	64:21 65:19,19	<b>joseph</b> 3:22
73:17	74:17 76:6	66:10 67:7	19:22
<b>isolate</b> 28:6	77:20 79:12,13	76:12	<b>judge</b> 1:23
<b>issue</b> 21:11,21	79:14,19,24	<b>j</b>	26:17 29:19
21:23,24 29:16	82:13,20 84:2	<b>james</b> 8:13	30:12 33:3
33:6 34:5,5,21	86:6	10:14 21:8	34:7,8 46:22
39:2 41:17	<b>i'd</b> 62:6	39:4 59:20,23	47:22 49:1,24
43:14 44:2,15	<b>i'll</b> 33:9 36:13	60:10,14	52:5 54:2
44:19,22 49:4	52:18,18 53:10	<b>james'</b> 60:3	55:20 56:11
53:24 57:17	54:6 55:6	<b>january</b> 24:11	57:22 62:6
62:2 68:15	82:12 84:5	28:17 32:4	63:12 64:22
69:5 75:18	85:17	49:14 84:21	65:16,21 68:21
77:21 78:14	<b>i'm</b> 12:22 13:3	<b>jason</b> 10:21	68:25 70:16
81:10,21	14:23 19:11	<b>javian</b> 9:13	71:23 77:19
<b>issues</b> 13:22,23	21:23 22:21,25	17:21,22 18:3	78:2,8,12,14
16:9 23:21	24:10,11,25	18:11	78:20 79:5
24:5 35:4 36:6	25:5,8,9,10,18	<b>jesse</b> 8:6 27:25	81:3,22 82:1,7
38:3 50:20	28:15 32:25	<b>jesuit</b> 65:2,10	82:10
52:3,13	34:7 37:2	65:14	<b>judges</b> 57:4
<b>items</b> 12:12,13	38:20 41:6	<b>jesuits</b> 65:10	<b>june</b> 2:4,12 3:3
12:14 37:10	42:24 43:10	70:17,19	3:14 4:7,22 5:6

5:14	41:9,15,16,19	<b>large</b> 14:9	<b>length</b> 77:5
<b>juries</b> 50:6	42:24 46:24	19:14	<b>lerman</b> 5:20
<b>jurisdiction</b>	47:10 48:2,7	<b>larger</b> 25:25	9:1 36:19,23
75:20,22 76:3	49:9,12 50:6	81:10	<b>letter</b> 21:16
<b>justice</b> 9:15	50:11,13 51:11	<b>late</b> 12:11	33:8 41:13
48:3,17,19	51:13,14,16	<b>laundry</b> 52:3	43:18,25 52:15
49:6 51:11	52:1,14 53:1,8	<b>law</b> 34:25 62:7	67:11 84:6,7
56:4 60:11	53:19,20 55:19	64:24 67:12	<b>letters</b> 29:8,12
61:4 77:11	56:5,17,25,25	85:11	29:14 31:18,19
81:24 82:23	58:8 59:21	<b>lawsuits</b> 54:9	<b>let's</b> 27:11 45:7
<b>justification</b>	60:9 61:15,23	75:2	51:23
32:23	63:17,18 64:12	<b>lawyer</b> 34:25	<b>level</b> 47:7
<b>k</b>	64:24 65:1	52:4	<b>lexington</b> 9:10
<b>karen</b> 7:15	66:6,9,21,24	<b>lawyers</b> 32:1	<b>lies</b> 51:5
41:11 43:16	66:25 67:5,14	51:20 72:18	<b>lift</b> 22:1 56:14
57:19	68:8,10 69:24	74:7	77:13
<b>kcic</b> 18:1,9	71:19 72:6	<b>lay</b> 21:24 28:19	<b>liked</b> 56:17
<b>keep</b> 44:15	73:6,16 74:1	<b>lcc</b> 4:8,10	<b>limit</b> 14:6
61:2 66:23,23	74:25 76:10,18	<b>lead</b> 44:11	<b>limited</b> 54:23
69:7	79:3,7,12 80:5	45:22	<b>limits</b> 60:20
<b>keeps</b> 56:16	80:18 81:4	<b>leapfrog</b> 79:25	<b>line</b> 70:25
<b>kind</b> 31:21	82:5,8 83:9	<b>learned</b> 31:25	<b>list</b> 17:3 18:12
33:17 39:9	85:10	43:19	18:24 52:3,6
55:16 57:12	<b>knowledge</b>	<b>leave</b> 42:24,25	54:15,15 60:4
81:22	32:3 42:18,20	50:10 61:25	60:16 61:5
<b>knew</b> 64:4	47:6	<b>leaving</b> 84:20	64:9 67:23
<b>knock</b> 85:12	<b>known</b> 68:15	<b>led</b> 70:13	81:12
<b>know</b> 13:9	68:16	<b>ledanski</b> 6:25	<b>listened</b> 46:21
16:13 21:14	<b>knows</b> 54:1	87:3,8	<b>litigant</b> 67:21
22:22 23:8,10	<b>kressel</b> 63:13	<b>lee</b> 59:20	<b>litigated</b> 78:2
23:14,19 24:9	<b>I</b>	<b>leery</b> 50:23	79:1
25:11,17 28:8	<b>I</b> 2:15,21 9:3	<b>left</b> 62:17,23	<b>litigating</b> 67:21
28:10 29:24	<b>laboring</b> 23:2,3	63:25	<b>litigation</b> 21:17
32:11,18 33:15	<b>lack</b> 15:22 76:2	<b>legal</b> 15:20	35:2,23,24
34:15,24 35:20	<b>language</b> 40:17	87:20	38:6,10
35:21,25 38:2	41:3	<b>legitimate</b>	<b>litigator</b> 35:1
38:18,19 40:23		26:14	

<b>little</b> 13:5 24:17 51:9 65:11 72:7 74:21 <b>llc</b> 2:10,14,16 3:22 4:6 18:1 18:10 19:22 20:8 21:5 <b>llp</b> 2:20,22 3:4 3:13,15,18 4:16,18,21,23 5:1,5,8,10 7:3 7:4,10,17 8:1,8 9:8 10:1,9 17:22 27:17 35:11 <b>lmi</b> 31:23 59:11 60:24 66:17 <b>loath</b> 34:19 <b>logs</b> 39:2 <b>long</b> 13:8 81:4 <b>longer</b> 72:10 86:5 <b>look</b> 25:10 28:11 34:24 38:18,18 42:11 50:1 66:17 <b>looked</b> 16:8 40:16 50:11 75:19 <b>looking</b> 40:7 70:15 <b>looks</b> 75:15 <b>los</b> 8:11 <b>lost</b> 30:16 32:19 57:2	<b>lot</b> 24:6 48:24 50:19 64:2 72:9,9 <b>lots</b> 23:20 <b>luckman</b> 8:20 20:21,22 21:3 35:15 <b>m</b> <b>m</b> 9:20 <b>made</b> 22:23 24:1,8 25:21 25:24 30:5,8 31:8 39:9 40:25,25 45:1 55:8 56:8 58:17 64:7 70:15,23 77:8 83:14 85:7 <b>madison</b> 8:4 <b>majority</b> 35:1 <b>make</b> 21:18 22:3,20,20 25:22 27:23 29:24 32:10 33:5 47:14 51:24 53:13,17 55:5 57:12 61:14 66:9 67:18 77:1,12 77:13 81:16 <b>makes</b> 80:23 <b>making</b> 25:20 26:19,20,25 41:24 44:21 55:9 64:6 67:1 <b>management</b> 48:4	<b>marists</b> 70:19 <b>mark</b> 24:17 48:24 <b>marsal</b> 2:9,13 2:16 17:4,9 <b>martin</b> 1:22 <b>massive</b> 76:16 <b>materials</b> 44:7 <b>math</b> 61:24 <b>matter</b> 1:5 37:16 43:12 57:18 <b>matters</b> 6:12 6:16 45:8 <b>mean</b> 22:12 27:7 29:23 48:23 51:15 60:5,17 63:19 63:25 69:4 72:4 73:9 76:6 79:18 80:25 81:2,3 <b>meaning</b> 48:3 <b>meaningful</b> 79:13 <b>meaningless</b> 79:14,15 <b>means</b> 56:20 72:8 <b>meant</b> 57:25 80:24 81:1 <b>mechanism</b> 43:5 80:17 <b>mediators</b> 77:2 <b>meet</b> 41:17 43:3,25 44:22 80:2	<b>member</b> 52:5 <b>mention</b> 38:6 <b>mentioned</b> 19:12 41:16 43:18 <b>message</b> 46:6 <b>met</b> 37:19 54:25 69:16 70:4,9 74:7 <b>mg</b> 1:3 6:6 <b>michael</b> 19:9 41:10 <b>michaels'</b> 52:15 <b>million</b> 50:22 50:23 51:13 59:13 60:20 63:18 64:1,1 68:13 <b>mind</b> 13:12 66:22 <b>mine</b> 38:19 <b>mineola</b> 87:23 <b>minimum</b> 47:12 <b>minuscule</b> 51:14 <b>minneapolis</b> 63:9 <b>misfortune</b> 24:22 <b>misguided</b> 22:16 <b>missed</b> 28:8 48:24 <b>missing</b> 53:18
---	--	--	--

**[misused - number]**

Page 20

<b>misused</b> 42:20	70:2 71:20,22	36:10 69:4	20:7 21:4
<b>mixed</b> 62:13	75:16 77:10,13	76:6	27:16 64:13
<b>mixing</b> 55:24	77:15,16 80:23	<b>necessary</b> 2:3	<b>nixon</b> 3:4 7:3,4
<b>moment</b> 28:19	84:7	4:15	18:12,13,15,18
<b>moments</b> 46:18	<b>motions</b> 21:25	<b>need</b> 36:17	18:21
<b>money</b> 24:6	22:6,8,12,13	46:6 47:10	<b>non</b> 29:8 44:5
64:20 66:9	23:5,6 24:13	53:8,10 61:7	54:4 57:23
70:15,24 71:4	31:9 34:9 81:5	61:18 81:23	78:18
85:5 86:5	<b>motivated</b> 86:3	83:7	<b>north</b> 2:10,13
<b>monica</b> 8:10	<b>motors</b> 49:1	<b>needs</b> 25:11	2:16 65:12
<b>month</b> 32:4	<b>mount</b> 59:19	<b>negative</b> 32:16	<b>note</b> 21:15
<b>monthly</b> 19:14	<b>move</b> 29:10	<b>negotiate</b> 55:9	41:12
<b>months</b> 58:18	45:7 48:1 50:3	<b>negotiating</b>	<b>noted</b> 15:2
60:10 72:9	52:18 58:2	61:20	<b>notes</b> 35:19
<b>moore</b> 11:3	75:9 76:2	<b>negotiations</b>	<b>notice</b> 6:8,8,11
17:8,9,12,18	<b>moved</b> 33:4	55:18	6:15,19,19
<b>moore's</b> 86:4	56:14 60:15	<b>neophyte</b> 35:4	50:21 52:12
<b>morning</b> 12:6	<b>moving</b> 50:4	<b>never</b> 29:16	58:24 59:24
41:16 43:4	60:12	45:24 47:9	81:21 83:12
48:2 50:12	<b>multi</b> 34:5	64:21	84:15
<b>motion</b> 5:24	<b>multimillion</b>	<b>new</b> 1:2,7,13	<b>noticed</b> 81:25
12:17 19:4	62:14	7:6,13,20 9:11	<b>notify</b> 39:21
20:2 22:9,16	<b>n</b>	9:18 10:4,12	<b>notion</b> 48:24
22:17 23:5	<b>n</b> 7:1 12:1 87:1	32:17 43:21,24	<b>notorious</b>
25:15,18 26:12	<b>name</b> 60:25	44:7,11 45:2	60:22
28:19,22 29:23	73:13	57:10 66:13	<b>november</b>
30:2 31:3,14	<b>named</b> 54:8	70:25 71:2	37:16 63:2
32:16,22 33:1	60:18 75:21	75:24 76:15	<b>null</b> 33:24
33:12 34:3	<b>names</b> 60:24	81:5 83:10	<b>number</b> 12:10
41:24 45:8,13	60:25	84:13,17 85:14	13:22 29:8
46:4,21,25	<b>naturally</b>	<b>newly</b> 44:7	31:14,22 33:5
47:8 49:24	43:22 59:4	<b>nice</b> 51:9 62:7	39:12 50:8,9
52:22,23 55:5	<b>nature</b> 27:4	<b>night</b> 71:2	57:2 58:7 59:3
55:8,9,11	<b>nauseum</b> 47:8	<b>nine</b> 14:13 57:4	61:23,24 63:19
57:10,13 59:5	<b>ne</b> 6:7	<b>ninth</b> 2:1,9,19	63:20 64:4
61:18,19 63:4	<b>necessarily</b>	2:25 3:12 4:4	65:13 66:5
66:18 68:3,5,9	15:9,11 16:8	4:20 5:3,13	69:18 74:6,15

81:9	<b>occurred</b> 31:6	<b>ones</b> 45:25	<b>overall</b> 73:9
<b>numbers</b> 44:16	<b>occurrence</b> 59:13 60:20	49:7 56:10	<b>overlap</b> 54:8
59:18 65:18	<b>october</b> 22:7,8	67:7 77:7	65:8
<b>numerous</b> 60:22	24:1 46:20	<b>ongoing</b> 57:24	<b>ovington</b> 8:17
<b>nut</b> 66:10	63:2	<b>openly</b> 13:10	<b>own</b> 72:2
<b>nw</b> 9:3	<b>offer</b> 36:9	<b>opinion</b> 30:22	<b>p</b>
<b>ny</b> 1:13 7:6,13	38:21	<b>opportunity</b> 55:9 57:16	<b>p</b> 7:1,1,22
7:20 8:18 9:11	<b>offered</b> 71:5	<b>oppose</b> 44:5	10:21 12:1
9:18 10:4,12	<b>offers</b> 40:25	<b>opposed</b> 44:18	<b>p.m.</b> 6:12,17
87:23	<b>offhand</b> 23:11	<b>opposition</b> 48:23 55:5	<b>pachulski</b> 5:4,7
<b>o</b>	28:10	56:8,9 66:17	5:9 7:10 8:8
<b>o</b> 1:21 12:1	<b>office</b> 12:24,24	79:21	10:9 12:16
87:1	13:22,25 14:3	<b>order</b> 12:21	21:5,9,13 36:7
<b>oar</b> 23:3	21:17 36:8	22:2,8,18	39:5 41:11
<b>objection</b> 14:4	<b>office's</b> 14:8	24:16 28:15	43:16 45:11
31:1 64:21	<b>official</b> 5:5,24	29:1 32:19	57:19
<b>objections</b> 48:5	<b>oh</b> 62:7 76:23	37:18 39:14,18	<b>pacific</b> 65:22
50:10 53:21	83:22	40:6,17 41:4	<b>page</b> 67:25,25
63:22 64:9	<b>okay</b> 16:12	41:24 42:3,15	70:1
67:24	17:17 25:18	43:3,9 46:14	<b>pages</b> 84:24
<b>objective</b> 84:19	27:9,15 28:12	49:19 58:19,19	<b>paid</b> 33:1
<b>obligated</b> 27:6	33:2,12,19,22	60:1 75:16	65:20 67:19
<b>obvious</b> 69:9	35:6 36:12,14	76:4,5,6 80:24	<b>painfully</b> 85:8
80:25	36:24 37:2,11	<b>ordering</b> 24:11	<b>papers</b> 52:14
<b>obviously</b> 12:3	38:13 39:1	<b>orders</b> 48:4	67:4 79:19
14:9 24:20	42:13 45:4	52:24	84:14 86:12
31:4 32:8,13	48:20 49:7,25	<b>organized</b>	<b>paragraph</b>
32:19 33:3	51:8 55:12	35:23	39:13,14,18,25
54:25 74:19	62:9 69:6	<b>original</b> 44:3	41:16 43:2,5
<b>occasionally</b> 34:9	74:18 78:16	<b>originally</b>	<b>parcel</b> 24:14
<b>occasions</b> 46:8	80:6,24 84:2,8	31:22	<b>parish</b> 50:21
47:1 67:2 84:2	86:2,12,13	<b>ought</b> 45:25	51:4,5 53:3,3,8
<b>occur</b> 44:10	<b>old</b> 87:21	46:5 79:12	53:12 69:19,20
48:16,16	<b>omitted</b> 46:4	<b>outcomes</b>	72:21,23 73:1
	<b>once</b> 20:2	55:17	78:19 79:9
			<b>parishes</b> 49:18
			50:16,19 62:10

**[parishes - position]**

Page 22

70:8 72:16,18	<b>penny</b> 72:25	<b>personnel</b>	63:12 64:3
78:2,7 79:8,11	<b>people</b> 39:11	78:23	67:15 75:10
<b>parishes'</b> 53:1	48:1 53:5	<b>perspective</b>	planning 84:23
<b>parishioners</b>	54:20 60:10	44:15	plans 49:13
72:12	65:11,13 72:9	<b>persuade</b> 51:21	63:5,8,9
<b>part</b> 21:20	72:10 73:18	<b>persuaded</b>	pleading 40:15
25:25 29:13	74:11,12,23	53:7,10	62:3,5
42:7 54:3	80:11 83:2	<b>pertain</b> 52:21	<b>pleadings</b>
71:20	<b>percent</b> 12:25	<b>pfau</b> 10:16,17	65:19
<b>particular</b>	13:8,13 14:24	<b>phone</b> 48:8	<b>please</b> 12:2
12:20 77:13	16:22,23 17:17	<b>pi</b> 73:15	54:6 63:16
<b>particularly</b>	47:9,12,14	<b>pick</b> 45:24 46:5	77:24 85:6
29:2	63:10 67:14	47:2 49:4	<b>pleased</b> 31:17
<b>parties</b> 50:17	68:11 72:7	55:10,11 80:3	<b>pllC</b> 5:20 9:1
<b>party</b> 34:5,5	<b>percentage</b>	80:4	10:16,17 36:19
39:21 53:9,12	47:10	<b>picked</b> 46:18	<b>plucking</b> 79:25
54:4 64:15	<b>period</b> 2:4,5,12	<b>picture</b> 51:9	<b>plus</b> 30:2 51:1
78:18	2:14,20 3:8,14	<b>piece</b> 33:16	<b>pm</b> 1:16 86:16
<b>pass</b> 27:6	3:16,23 4:6,8	<b>piling</b> 78:25	<b>pocs</b> 81:9
<b>past</b> 50:18	4:16,22,24 5:6	<b>pillared</b> 69:7	<b>podium</b> 46:23
<b>paul</b> 11:4	5:8,16,21	<b>pin</b> 64:4	<b>point</b> 25:21
20:12 63:9	18:19 23:24	<b>place</b> 30:4	34:4,17 45:2
<b>pay</b> 26:5 32:7	83:14	82:14	77:1,6 78:24
66:12,19	<b>permissible</b>	<b>places</b> 58:25	81:3
<b>payday</b> 79:15	40:6	70:16,23	<b>pointed</b> 31:10
<b>paying</b> 66:18	<b>permission</b>	<b>plaintiff</b> 50:20	58:15 74:5
<b>payments</b>	34:20	78:14	<b>points</b> 12:19
19:13	<b>permit</b> 6:1	<b>plaintiffs</b> 55:15	50:5 55:14
<b>peabody</b> 3:4	<b>permitted</b> 40:1	58:17	56:16 68:7
7:3,4 18:13,15	<b>person</b> 38:16	<b>plaintiffs'</b>	<b>policies</b> 26:3
18:18,21	38:17,20,22	72:18	27:4
<b>pejorative</b>	65:3	<b>plan</b> 45:23	<b>policy</b> 27:6
63:19	<b>personal</b> 48:25	46:12,15 47:5	<b>portion</b> 41:21
<b>pending</b> 32:2	49:2	47:14 49:23	<b>position</b> 30:6
57:22 64:23	<b>personally</b>	50:15,24 51:3	30:23 31:9
74:13,24 82:7	41:7	53:14,18 56:20	33:11,11 45:3
		62:20 63:4,11	46:11 47:15

58:9,21 59:22 59:23 61:3 68:23 74:4 80:13 83:1 <b>possible</b> 54:4 <b>post</b> 75:18 <b>potentially</b> 29:10 31:11 42:6 55:14 <b>practice</b> 34:25 <b>precedent</b> 15:15 59:17 <b>preclude</b> 77:11 <b>preclusive</b> 62:4 <b>preliminary</b> 42:9 54:14 56:8 58:20 60:1 <b>preparation</b> 67:24 <b>prepared</b> 24:16 46:21 <b>preselected</b> 81:16 <b>present</b> 11:1 19:10 46:24 <b>presentation</b> 26:13 43:11 <b>presented</b> 21:25 <b>presentment</b> 58:24 <b>preserve</b> 76:4 <b>pressure</b> 26:1 <b>pressuring</b> 48:1	<b>pretrial</b> 81:23 <b>pretty</b> 23:20 <b>prevailing</b> 6:13 6:17 <b>prevents</b> 22:19 <b>priest</b> 51:4 <b>priests</b> 49:3 <b>primarily</b> 85:11 <b>primary</b> 59:14 <b>privilege</b> 42:6 42:7 <b>pro</b> 74:6,6 <b>proactive</b> 45:21 <b>probably</b> 15:12 <b>problem</b> 15:2 <b>procedure</b> 78:20,22 81:23 <b>procedures</b> 69:13 75:17 <b>proceed</b> 45:8 78:6,7 <b>proceeding</b> 6:1 6:6 43:23 44:6 78:8,17 <b>proceedings</b> 42:15 75:4 86:15 87:4 <b>process</b> 48:9 78:19 79:25 82:14,16 <b>produce</b> 43:6 82:3 <b>produced</b> 43:21,22 44:17 52:12	<b>producing</b> 44:14 82:15 <b>product</b> 42:6 <b>production</b> 4:2 <b>productive</b> 44:12 <b>professional</b> 2:14,19,25 3:1 3:6,8,20,23 4:8 4:13 5:13,20 14:14 15:21 85:23 86:1 <b>professionals</b> 13:2 14:22 16:10 <b>professionals'</b> 25:19 <b>professional's</b> 16:6 <b>programs</b> 65:23 <b>progress</b> 67:2 <b>prohibit</b> 30:11 30:14 <b>project</b> 36:25 <b>projections</b> 50:11 <b>promised</b> 44:25 67:20 <b>promptly</b> 53:23 <b>pronged</b> 57:12 <b>proof</b> 59:11 60:19 61:10 <b>proofs</b> 76:12 76:14 83:2	<b>property</b> 26:3 27:4 <b>proposal</b> 67:12 76:9 77:12 <b>proposed</b> 62:21 75:16 79:5 <b>protective</b> 37:18 41:24 43:3,9 49:19 <b>provide</b> 22:14 32:14 37:22 39:14 43:6 44:4 48:22 75:17 <b>provided</b> 44:3 52:24 <b>provides</b> 53:15 <b>providing</b> 39:2 44:16 78:18 <b>provisions</b> 42:3 42:8,11 <b>prudent</b> 32:6 <b>public</b> 68:16 <b>pulling</b> 50:12 <b>purdue</b> 47:11 <b>purpose</b> 53:16 55:13,20 59:4 <b>purposes</b> 45:14 <b>pursuant</b> 5:25 22:2 <b>pursuing</b> 47:25 76:15 <b>pushed</b> 24:1 <b>put</b> 14:15 24:2 24:25 26:1,14 27:11 28:8
---	--	---	---

33:8 49:23 51:23 64:4 67:16 71:4 81:4 84:5 <b>putting</b> 26:3 69:21	68:7,16 <b>range</b> 55:17 <b>reach</b> 63:15 <b>reached</b> 63:8 63:14 67:9 <b>reaching</b> 69:7 <b>read</b> 37:25 38:1 40:18 42:11 43:4 49:10 51:25 52:2 66:13 79:22,22 84:25 86:4 <b>reading</b> 39:13 71:14 84:23 86:12 <b>ready</b> 86:10 <b>reaffirm</b> 58:14 <b>real</b> 23:6 68:5 <b>reality</b> 72:4 <b>really</b> 22:7 23:23 24:20 27:7 42:2,10 59:19 61:6,7 62:1 65:21 67:5,17 72:19 80:25 81:1,2,3 <b>reason</b> 32:15 76:24 <b>reasonable</b> 41:14 <b>reasonably</b> 32:6 <b>reasons</b> 78:24 79:19 81:8 <b>recall</b> 37:15	<b>receive</b> 41:4 63:23 <b>received</b> 19:13 64:8 <b>receives</b> 27:5 <b>recently</b> 58:14 67:10 <b>recipient</b> 39:22 <b>recited</b> 40:16 <b>recognize</b> 14:5 47:21 <b>recognized</b> 71:1 <b>recommend</b> 85:19 <b>record</b> 14:5 15:2 34:16,18 39:20 48:20 61:17 87:4 <b>recovery</b> 51:10 65:5 <b>redacted</b> 44:5 44:5,7,18 <b>reduce</b> 61:11 <b>reduction</b> 13:25 16:2,20 25:13 27:19 <b>reed</b> 2:20,22 9:8 17:20,22 17:23 18:9 <b>reference</b> 57:15 <b>referenced</b> 41:20 <b>references</b> 38:9 <b>referring</b> 44:6	<b>reflect</b> 20:13 <b>reflects</b> 18:18 20:23 27:19 <b>regarding</b> 39:8 42:16 48:4 52:25 53:25 54:1 57:17 <b>reimbursement</b> 2:3,11 3:2,13 4:5,14,21 5:4 <b>related</b> 6:9,13 6:17 21:16 50:17 53:9,12 <b>relating</b> 35:25 <b>release</b> 64:20 65:4 <b>released</b> 52:6 <b>releases</b> 46:15 64:15 <b>relief</b> 30:5 32:19 34:22 54:16 55:1 59:5 61:21 <b>relieve</b> 61:5 <b>reluctantly</b> 14:22 <b>remain</b> 72:13 78:13 79:16 <b>remaining</b> 81:10 <b>remains</b> 75:5 <b>remand</b> 81:5 <b>remanded</b> 57:4 <b>remedied</b> 71:10 <b>remedies</b> 31:11 39:16
<b>r</b>  <b>r</b> 1:21 7:1 8:20 12:1 19:9 87:1 <b>raced</b> 62:15 <b>raise</b> 41:22 43:15 <b>raised</b> 13:22 35:20 38:6 42:12 43:2			

**[remedy - runs]**

Page 25

<b>remedy</b> 39:25	<b>requesting</b>	44:3 63:23	46:3 49:8
<b>remedyng</b>	43:18	64:8 78:22	64:17 66:8
40:3	<b>require</b> 28:16	<b>responses</b>	68:10 76:18
<b>remember</b>	<b>required</b> 37:1	31:13 32:3	82:21 83:24,24
65:16,17	<b>requirement</b>	72:3	83:25
<b>remind</b> 36:25	21:16	<b>responsibility</b>	<b>rightfully</b>
69:2	<b>reread</b> 42:3	23:8 42:17	15:12
<b>reminded</b>	<b>research</b> 4:6,8	<b>rest</b> 19:4 20:2	<b>rights</b> 15:17
26:11	4:10 20:8,12	62:22	39:10 50:15
<b>removal</b> 57:13	20:15	<b>restated</b> 59:1	<b>ring</b> 81:15
<b>remove</b> 52:19	<b>reserve</b> 15:17	<b>restructuring</b>	<b>rise</b> 81:8
<b>rendered</b> 2:2	<b>reserved</b> 23:20	2:12	<b>road</b> 87:21
2:11 3:1 4:14	<b>resolution</b>	<b>resulted</b> 51:12	<b>robert</b> 3:8,10
<b>report</b> 5:14	29:11	62:14	11:5
47:22	<b>resolve</b> 33:10	<b>resume</b> 77:3	<b>rochester</b> 29:7
<b>reported</b> 28:2	44:19	78:15	29:21 30:4,6
28:4,4 48:17	<b>resolved</b> 51:11	<b>retention</b> 2:4	<b>rocket</b> 27:7
48:19	<b>respect</b> 16:24	<b>rethink</b> 72:10	<b>rockville</b> 1:7
<b>reports</b> 37:22	17:14 18:21	<b>return</b> 57:18	6:7 12:4
39:16 40:5	19:6 20:5,15	<b>review</b> 14:8	<b>roman</b> 1:7 6:6
64:1	21:1,13 58:14	15:7,13,20,24	12:3
<b>represent</b>	58:16 78:7,18	36:3 39:3	<b>room</b> 54:2
24:24 29:5	85:23	<b>reviewed</b> 13:23	<b>roughly</b> 69:16
<b>representative</b>	<b>respectful</b>	13:24 22:10	73:13,15 77:20
3:7,22 18:25	32:13	43:8 67:23	77:22
19:6,18 35:13	<b>respecting</b>	<b>reviewing</b> 16:7	<b>round</b> 13:13,21
80:10 81:17	85:22	24:18 36:9	<b>rowing</b> 72:14
<b>representing</b>	<b>respects</b> 48:24	<b>reviews</b> 13:20	<b>rule</b> 22:3 80:22
79:8	72:5	<b>right</b> 12:2	<b>ruled</b> 28:22
<b>request</b> 4:1	<b>respond</b> 25:8	16:15 17:1,13	30:13 77:14,16
6:22 33:8	<b>responded</b>	17:16 18:8,12	<b>ruling</b> 28:21
41:15 44:4	29:13	18:20 19:7,16	30:11 31:5,7
52:23 58:16	<b>responding</b>	19:20 20:4,6	57:17
84:7	25:6	20:15 21:2	<b>rulings</b> 62:3,4
<b>requested</b>	<b>responds</b> 40:14	25:23 28:22	<b>running</b> 37:6
12:25 32:7	<b>response</b> 29:17	36:12 37:4,6	<b>runs</b> 62:21
58:14	36:13 41:18	39:7 43:10	

[s - signed]

Page 26

<b>s</b>	<b>scope</b> 61:21 <b>screen</b> 26:10 38:1,18 <b>se</b> 74:6,6 <b>searches</b> 41:14 41:20 <b>seated</b> 12:2 <b>seattle</b> 10:19 <b>second</b> 6:15 12:8,9 17:13 60:19,19 67:9 69:2,6 <b>section</b> 83:3 <b>sections</b> 5:25 <b>security</b> 76:15 <b>see</b> 21:12 22:22 26:13 36:13 37:25 38:9 39:15 40:10 52:21 59:18 63:1 72:17 73:3,4 84:5,6 85:14,15,17,17 <b>seeing</b> 54:18 <b>seek</b> 26:23 30:5 31:11 <b>seeking</b> 22:1 22:13 32:18 38:11 <b>seeks</b> 17:24,25 18:14 19:1,22 20:8,20 21:6 27:18 36:19 <b>seem</b> 59:21 <b>seems</b> 53:9 71:7 80:25	<b>seen</b> 24:2 58:13 <b>selection</b> 55:16 79:17 80:10 <b>send</b> 16:7 31:18 32:21,21 41:12 <b>sense</b> 28:13 55:15 63:20 <b>sent</b> 21:16,17 29:11 31:20,24 32:3 55:3 <b>senter</b> 5:20 9:1 36:19,23 <b>separate</b> 23:5 78:3 79:9 <b>separately</b> 58:10 59:16 <b>september</b> 2:4 2:13 3:3,15 4:7 4:23 5:7,15 23:24 27:21 <b>series</b> 13:6 29:11 49:2 <b>seriously</b> 72:10 <b>serve</b> 29:19,20 45:15 <b>served</b> 29:8 54:3 55:19 <b>services</b> 2:2,11 3:1,7,21 4:14 <b>serving</b> 31:1 <b>session</b> 34:15 <b>set</b> 12:12 43:7 53:19 55:14 78:21 <b>setting</b> 44:20	<b>settled</b> 55:21 55:22 <b>settlement</b> 22:3 22:14 26:19,21 26:25 75:8 <b>settling</b> 29:9 <b>several</b> 14:11 58:12 84:24 <b>shame</b> 83:24 83:25 84:1 <b>shape</b> 13:9 <b>share</b> 42:15 44:13 68:14 81:11 <b>shared</b> 69:17 69:24,25 <b>sheep</b> 55:24 <b>she's</b> 57:17 <b>shields</b> 11:4 20:11,12,17 <b>short</b> 40:15 <b>shortly</b> 71:11 <b>shouldn't</b> 28:9 71:21 <b>show</b> 37:6 67:1 <b>shown</b> 40:24 <b>shows</b> 53:11 81:2 <b>side</b> 35:3 46:23 61:18 <b>sides</b> 33:10 <b>sidestep</b> 25:5 <b>sign</b> 46:17 64:19,20 <b>signature</b> 87:6 <b>signed</b> 52:9 54:21
<b>s</b> <b>s</b> 6:9,13,17 7:1 12:1 <b>san</b> 65:2,22 <b>sanctions</b> 26:23 <b>santa</b> 8:10 65:17 <b>satisfied</b> 43:11 53:14 <b>saw</b> 28:7 38:1 42:3 48:11 54:9 70:6 <b>saying</b> 16:8 50:16 53:10 56:16 59:2 60:7 72:19 80:1 <b>says</b> 33:22 39:18,23 49:18 52:12 56:19 58:19,20 64:3 <b>schedule</b> 60:2 60:3 85:11,16 <b>scheduled</b> 6:12 6:16 <b>schedules</b> 85:12 <b>scheduling</b> 85:23 <b>scheme</b> 36:25 <b>school</b> 58:3 59:8 61:1 78:4 <b>schools</b> 54:9,11 60:17,25 70:13 <b>science</b> 27:8			

[simply - state]

Page 27

<b>simply</b> 37:23 47:16	71:18 72:22 81:20 83:19	<b>spoke</b> 48:2 70:17	52:1 53:21 55:3,6,23 56:7
<b>single</b> 65:3 67:11 68:15	<b>sort</b> 16:7 36:1 48:5 50:2	<b>spoken</b> 48:18 49:10	56:15 57:5,9 57:15,19 58:3
<b>sir</b> 59:14 60:21 61:9	<b>sought</b> 16:16 20:13 24:13	<b>sponte</b> 80:22 st 7:5 63:9	58:6 59:2,7 60:6 62:10,12
<b>siting</b> 57:6	<b>sounded</b> 83:6	<b>stab</b> 64:9	62:24 63:17
<b>sitrick</b> 5:15 36:15	<b>sounds</b> 83:8	<b>stand</b> 23:18 24:7 46:10	64:7,14,17,19 65:1,8 66:1,4,8
<b>sitting</b> 57:17 66:16	<b>sources</b> 72:13 77:7	49:19	66:15,17 70:17
<b>situations</b> 44:9	<b>southern</b> 1:2 37:1 57:10	<b>standard</b> 15:13 62:5	72:2 77:7 78:5 82:21,22 83:3
<b>six</b> 48:21 51:12 58:18 60:10 72:9 78:3	<b>speak</b> 17:5 18:15 19:25 20:10	<b>standards</b> 24:17 53:19 62:3	83:11,19,21,23 84:1,2,8,13 85:15,21
<b>sixth</b> 3:6,20 4:13 18:24 19:8,21 20:18 35:10	<b>speaking</b> 25:25	<b>standing</b> 24:22 57:18 72:11	<b>stang's</b> 77:10 81:14
<b>slide</b> 26:13	<b>special</b> 2:20 3:2,14 4:16,22 5:20 8:2 9:9	<b>stands</b> 56:19	<b>start</b> 59:19
<b>small</b> 14:18 36:24	20:22 24:9	<b>stang</b> 5:5,7,10 7:10 8:8,13	68:14 75:24,24
<b>smith</b> 2:20,22 9:8 17:20,22 17:23 18:9	25:7,16 27:17 27:25 29:6	<b>state</b> 6:1 14:5	84:1,2,8,13 85:15,21
<b>smoke</b> 40:7	<b>specific</b> 13:17 16:8 82:16	22:24 23:12,16 24:14,20,24	25:24 31:12,17
<b>snoop</b> 43:7	<b>specifically</b>	25:5,19,24	31:25 38:6,10
<b>soave</b> 60:21	15:4 24:12	26:11,23 27:2	38:10 40:8
<b>solicitation</b> 75:17	39:17 41:20	27:9,13 31:10	42:19,20 43:20
<b>solutions</b> 87:20	<b>speculate</b>	33:19,20 34:4	44:14 45:9,16
<b>somebody</b> 39:1	34:19	34:8,12,19	52:4,8 56:3,23
<b>sonya</b> 6:25 87:3,8	<b>spells</b> 39:25	35:6,19 36:3,7	57:4 62:2,5,6,7
<b>sooner</b> 27:11	<b>spend</b> 34:3 86:12	39:4,4,5 40:13 40:19,22 41:6	62:8 67:3,10
<b>sorry</b> 58:5,6 63:3 66:1	<b>spent</b> 31:3 35:1 70:1 71:14	41:9,11 42:1 42:14,23 43:16	67:14 69:8,17
	74:21	45:11,11 46:2	70:25 72:3
	<b>spokane</b> 64:23 65:1,2,9,10	46:7 47:24 48:11 49:15	73:7,18 74:7
			74:13,24 75:1
			75:2 76:13,15
			76:23 79:4
			81:5 82:20

**[statement - syracuse]**

Page 28

<b>statement</b> 49:9 49:11,12,13,20 49:25 50:8,25 51:7,17,19,22 53:4,15 63:23 64:9 67:19 69:11,15,22 70:7 80:21,22 83:5,9,10,13 84:24 <b>statements</b> 15:1 19:14 63:7 <b>states</b> 1:1,11 9:15 12:24 13:19,22 14:1 14:4 <b>status</b> 6:8,19 33:6 47:24 <b>stay</b> 22:1 26:6 26:20,24 29:13 29:14 30:11,14 30:22 31:10 33:23,25 34:22 54:16 56:14 58:14,16 59:5 68:4 73:14 77:13,14 78:13 <b>stayed</b> 54:11 58:19,20 59:23 60:1,2,7,8,8,9 60:13,14 78:13 <b>steam</b> 29:2 <b>steinman</b> 47:22 48:3,17,19 49:7 51:12 56:4 57:22	77:11,19 78:2 78:9,12,14 79:5 81:24 82:7,10,23 <b>steinman's</b> 52:5 54:2 56:12 60:12 61:5 78:20 <b>step</b> 61:7 <b>stephen</b> 9:6 <b>stephens</b> 7:22 12:15 37:9,11 37:12,13 38:4 38:9 41:3,12 41:18 42:25 43:1,13 44:1,9 44:25 45:4,6 48:2 73:10,12 <b>steven</b> 36:22 <b>stockton</b> 65:3 <b>stoneking</b> 48:11 <b>stop</b> 26:20 64:5 <b>stopping</b> 70:20 <b>stops</b> 26:18 <b>strategy</b> 22:16 22:16 26:1 <b>street</b> 7:19 8:3 9:3,17 10:3,18 <b>strike</b> 56:24 <b>strong</b> 49:5,6 54:18 55:10 79:13 <b>strongest</b> 45:25 46:5 55:12 <b>strongly</b> 13:7	<b>struggle</b> 47:18 <b>studied</b> 39:10 <b>stunned</b> 34:12 <b>sua</b> 80:22 <b>subject</b> 17:16 35:5 36:1 73:14,15 <b>subjected</b> 78:12 <b>submit</b> 24:11 27:9,12 <b>submitting</b> 43:25 <b>subpoena</b> 38:7 38:10 <b>subpoenas</b> 54:3 <b>subsequent</b> 81:2 <b>subsumed</b> 15:22 <b>subtracted</b> 61:24 <b>succeed</b> 76:3 <b>sudden</b> 60:13 <b>suggest</b> 55:1 77:15 79:11 <b>suggested</b> 46:20 56:18 80:9 <b>suggests</b> 50:25 <b>suite</b> 8:3,10,17 9:3,17 10:18 87:22 <b>summary</b> 35:22	<b>supplement</b> 33:21 <b>support</b> 47:6,7 67:6 <b>supposed</b> 24:18 40:12 56:21 61:16 <b>supreme</b> 71:2 75:24 <b>sure</b> 14:23 19:11 28:20 32:10 37:11 38:8 49:2 50:2 51:6,15,20,24 57:12 66:13 83:6 84:3 <b>surprised</b> 34:13 <b>survivor</b> 51:2 63:12 <b>survivors</b> 50:15 52:20 53:25 54:17 63:10 <b>suspect</b> 25:16 <b>suspend</b> 45:9 68:20 69:4 71:20 <b>suspending</b> 68:8 <b>suspension</b> 6:2 <b>sustained</b> 50:10 <b>syracuse</b> 30:5 30:6,12,19 31:7,15 32:22
--	---	---	---

<b>t</b>	<b>terrana</b> 4:16 4:18 8:15 20:22 35:11 <b>terrible</b> 13:9 <b>test</b> 12:16 45:14 46:10,11 46:12,21 47:16 50:4 54:5,7 55:13 59:5,7 60:16,19 66:18 66:20 69:3 78:25 79:2,5 79:11,17 80:9 81:22 <b>testify</b> 67:15 <b>thank</b> 13:16 17:2,18,19 18:11,23 20:17 20:18 21:3,19 27:14 29:4,25 35:6,9 37:3,8 38:22 39:4 43:13 45:6 66:4,4 68:2,2 68:24,24 69:13 69:14 82:2 84:8 85:2,4,19 86:9 <b>thankful</b> 14:2 <b>that's</b> 14:2,24 17:12 18:3 19:3 24:6 27:22 32:22 34:18 38:19 40:14 43:10 45:3 46:24 53:2,20,24	55:12,12 59:4 60:16 62:7,7 64:2 66:5,6 69:5 70:20 72:12 73:24 75:6 76:8 80:5 80:7,8,8,13 86:6,12 <b>there's</b> 14:13 15:2,23 23:20 29:8 32:11 40:1,23,24 54:13 56:19 58:5 59:17 62:17 67:23,25 76:13 78:24 80:9,15 <b>they'd</b> 49:20 <b>they'll</b> 46:13 51:16 61:1 72:25 <b>they're</b> 14:23 26:5,13 27:6 32:10 40:7,11 47:14 49:8 50:14 57:6,11 59:25 60:7,13 64:1 65:25 66:24 68:15 70:15 80:10 83:8,9 <b>they've</b> 62:20 67:13 73:25 78:25 <b>thing</b> 33:22 45:24 48:5 53:1 69:2,6	<b>things</b> 15:13 33:4 36:25 48:3 <b>think</b> 14:21 15:3 16:15 23:19,19 24:1 24:21 25:21 26:17 27:1,6 34:15 38:4 40:3 41:14,18 41:19 43:4 44:18 46:2,5 47:17 50:1,14 50:14 51:15 52:22 56:5,23 59:8,23 60:13 61:21,25 62:19 62:22 63:3,12 65:24 66:20,22 68:12 70:14 72:5,9 74:17 75:7,15,20 76:1,3,11 77:4 79:19,21 80:4 80:15 81:16 83:23,23 <b>thinking</b> 74:21 <b>third</b> 5:19 7:12 10:11 36:18 54:6 61:3 64:15 <b>thirds</b> 72:6 <b>thought</b> 25:17 31:24 39:10 42:5 48:23 51:23 62:18 75:2,3 76:11
----------	--	---	--

**[thought - understood]**

Page 30

76:12 77:20 81:11,13 <b>thoughts</b> 45:22 48:22 <b>thread</b> 80:20 <b>three</b> 46:18 49:21 50:22 51:12,13 54:4 56:22 57:1 61:12 62:13 63:5 65:11 68:14 70:8,16 70:23 72:13 77:7 80:4 <b>thuma</b> 65:17 <b>time</b> 6:13,17 15:14 21:15 23:1 24:12 25:1 27:13 29:1 32:17 35:2 43:2 44:21 45:19,19 47:3 53:3 54:6 62:23 65:2 67:4,9,10 68:16 70:1 71:10 74:21 76:19,22 83:14 83:16 85:5 <b>times</b> 60:23 <b>today</b> 13:7 16:3 26:14 27:14 37:7 38:2,2 51:24 54:12,20,25 58:24 61:3 67:24 68:7,16	75:19 81:5 84:3,10 86:6 <b>todd</b> 7:23 77:24 <b>toggle</b> 49:23 67:16 <b>told</b> 28:5 31:2 46:2 50:18 52:17 55:4 56:18,21 60:14 65:22 66:23 <b>tolerate</b> 47:19 <b>tomorrow</b> 68:17,18 69:9 69:11 71:11 76:22 83:5 84:15 86:7 <b>took</b> 30:4 33:10 69:13 <b>top</b> 78:25 <b>topic</b> 15:4 <b>toss</b> 66:2 <b>tossing</b> 65:25 <b>total</b> 33:16 35:4 36:4 73:13 <b>touch</b> 70:20 <b>tough</b> 66:10 <b>towards</b> 29:10 75:9 <b>track</b> 39:19 61:2 <b>transcribed</b> 6:25 <b>transcript</b> 31:15 87:4	<b>trial</b> 62:22 81:16 <b>trials</b> 47:23 48:1,15,25 55:13,20 <b>triangle</b> 65:9 <b>tried</b> 22:11 23:3 33:5 46:1 48:22,25 49:1 49:8 50:1 51:12 55:20,21 56:4 62:14,16 67:2 76:10 <b>true</b> 49:1 87:4 <b>trust</b> 69:12 <b>trustee</b> 9:16 12:24 13:19 14:1,4 15:15 34:16 <b>trustee's</b> 13:22 <b>try</b> 15:8,10 48:21 49:5,7 55:6 62:23 63:2 72:8 78:14 <b>trying</b> 28:6 57:11 66:23 71:3 <b>turn</b> 27:15 41:6 <b>turned</b> 30:21 30:25 <b>turns</b> 15:21 <b>twice</b> 54:5 56:1 56:21 <b>two</b> 12:13,18 24:11 27:20	<b>u.s.</b> 1:23 9:16 15:15 34:16 <b>ultimate</b> 31:17 <b>ultimately</b> 31:18 <b>uncomfortable</b> 29:21 <b>under</b> 27:6 39:11 40:6 41:4 47:11 49:19 <b>understand</b> 26:7 34:12 42:23 50:23 68:12 76:8 77:2,18,19 85:8 <b>understanding</b> 12:23 13:1 20:1 47:25 57:21 <b>understood</b> 30:10 33:2 43:20
--	--	--	---

[underway - week]

Page 31

<b>underway</b> 82:20	<b>usual</b> 40:14	<b>violation</b> 26:6 29:14 31:11 33:23	<b>wanted</b> 14:4 21:18 30:7 31:5 33:20
<b>undone</b> 71:24	<b>usually</b> 33:9 35:3	<b>violations</b> 43:9	34:4 42:5
<b>unfortunately</b> 30:4,12,17	<b>utter</b> 23:1	<b>vis</b> 54:14,14	43:15 45:5
<b>uniform</b> 78:21 78:21	<b>v</b>	<b>void</b> 33:24	46:17 71:17
<b>unincorporated</b> 59:10	<b>v</b> 6:7	<b>voluminous</b> 31:14	76:20 77:6 82:6
<b>uniondale</b> 8:18	<b>vacated</b> 83:13 84:4	<b>voluntarily</b> 65:3	<b>wants</b> 76:6
<b>united</b> 1:1,11 9:15 12:24 13:19,22,25 14:3	<b>vague</b> 15:14	<b>voluntary</b> 25:13	<b>warrant</b> 19:15
<b>universe</b> 52:10 78:8 79:6	<b>value</b> 50:6	<b>vote</b> 51:3,18 53:13,14,18	<b>washed</b> 51:14
<b>unknown</b> 72:2	<b>varick</b> 9:17	63:10 66:25	<b>washington</b> 9:4
<b>unreasonable</b> 83:18,20	<b>varied</b> 65:8	<b>voted</b> 63:11,11	<b>wasn't</b> 24:6 26:8 34:24
<b>unredacted</b> 44:17	<b>various</b> 52:24	<b>voting</b> 50:23	35:1 62:16
<b>unsecured</b> 5:6 5:25 27:17	<b>vent</b> 24:23	<b>w</b>	82:22 83:6 84:23
<b>unsettled</b> 75:5	<b>venting</b> 22:25 25:18	<b>w</b> 7:5	<b>waste</b> 22:17
<b>unwilling</b> 79:16	<b>verdict</b> 72:21 72:24	<b>wa</b> 10:19	23:1
<b>update</b> 12:19 12:20,22 13:17 13:17	<b>verdicts</b> 51:13 62:14	<b>wait</b> 36:13 66:11	<b>water</b> 55:25
<b>updates</b> 22:22	<b>veritext</b> 87:20	<b>waiting</b> 22:21 57:6,6 68:18	61:15
<b>upset</b> 85:22	<b>versa</b> 63:12	<b>waking</b> 72:4	<b>way</b> 25:20
<b>urged</b> 45:19	<b>versus</b> 15:24	<b>want</b> 13:14 18:2 20:25	27:11 29:4,9
<b>use</b> 36:25 39:17 40:1,3 61:22,23 86:1	<b>vertetis</b> 10:16 10:17	26:22 32:9,14	40:14 45:21
<b>uses</b> 62:5	<b>vesey</b> 7:19 10:3	36:25 38:13,23	48:8 51:23
	<b>viable</b> 50:14	39:2 40:19,21	56:18 57:11
	<b>vice</b> 63:12	40:22 47:2	66:24 68:4
	<b>victims</b> 49:5	49:19 54:7	69:3 76:23
	<b>view</b> 30:21 32:20 65:22	56:22 66:2	77:11
	<b>violate</b> 31:10 42:5,15	69:2,6 71:3	<b>ways</b> 50:2
	<b>violated</b> 40:8	78:6 81:24	<b>weak</b> 54:18
	<b>violates</b> 33:25	84:13,17,22	55:10 79:14
	<b>violating</b> 26:24	86:11,11	<b>weaknesses</b> 47:17

<b>weight</b> 32:23 <b>weird</b> 38:18 <b>welcome</b> 54:5 <b>went</b> 39:10 42:2,10 61:23 63:10,13 71:18 <b>weren't</b> 19:14 46:3 63:7 76:25 <b>we'll</b> 14:9 27:24 33:8 34:1 43:21 44:8 48:21 49:7,20 53:21 68:12 70:11,13 73:3,4 80:13 85:14 86:10 <b>we're</b> 14:2,3 16:2 29:21 31:21 33:22 42:21 52:21,22 54:16 61:5 62:7 66:18 71:4 76:22 80:1,3,3 <b>we've</b> 26:11 33:5 34:11 54:5,13 56:1 69:24 74:7 77:19 84:3 <b>what's</b> 38:23 43:14 48:13 52:7 54:2 <b>wi</b> 8:4 <b>willing</b> 77:2 <b>window</b> 73:22 74:25	<b>wisdom</b> 46:23 63:1 <b>wish</b> 16:24 17:14 18:7,20 19:5,19 20:4 20:14 69:25 <b>wishes</b> 21:12 <b>withdrew</b> 57:15 <b>withstand</b> 72:21,24 <b>won't</b> 34:2 55:25 56:24 86:13 <b>word</b> 39:7 52:13 64:8,10 <b>work</b> 14:3 24:22 42:5 68:12 82:8 84:13,17 <b>worked</b> 24:5 <b>working</b> 27:14 31:21 60:11 69:15 70:24 75:8 78:19 <b>works</b> 55:12 <b>worth</b> 50:22 76:16 <b>worthless</b> 30:2 <b>wouldn't</b> 30:1 69:4 77:16 <b>wow</b> 67:25 <b>writing</b> 34:3 40:10 <b>written</b> 24:16 <b>wrote</b> 59:20,25 63:21	<b>x</b> <b>x</b> 1:4,10 16:9 <b>y</b> <b>y</b> 16:9 <b>yeah</b> 14:17 25:9 35:17 49:16 65:6 66:4 79:4 80:15 82:20 <b>year</b> 85:14 <b>years</b> 34:25 62:17 <b>year's</b> 84:14,17 <b>yesterday</b> 66:14 <b>yield</b> 58:6 <b>york</b> 1:2,7,13 7:6,13,20 9:11 9:18 10:4,12 32:17 57:11 70:25 71:2 75:24 76:15 81:6 <b>you'll</b> 23:17 34:2 39:9 <b>you're</b> 25:3 32:25 47:21 53:3 59:22 64:12 66:8,9 67:1,20,21 68:18,20 79:7 80:19,19,20 83:25 <b>you've</b> 16:19 24:5 30:24 40:18 45:20	50:18 54:25 85:7 <b>z</b> <b>z</b> 16:9 <b>ziehl</b> 5:5,7,10 7:10 8:8 10:9 21:5,9 39:5 41:12 43:17 45:11 57:20 <b>zipes</b> 9:20 12:22 13:3 14:6,11,12,20 15:1,7,20 16:5 16:13 21:13,14 21:19 25:12 36:6,8 <b>zipes'</b> 12:24 <b>zoom</b> 33:6 <b>á</b> <b>á</b> 54:14
<b>weight</b> 32:23 <b>weird</b> 38:18 <b>welcome</b> 54:5 <b>went</b> 39:10 42:2,10 61:23 63:10,13 71:18 <b>weren't</b> 19:14 46:3 63:7 76:25 <b>we'll</b> 14:9 27:24 33:8 34:1 43:21 44:8 48:21 49:7,20 53:21 68:12 70:11,13 73:3,4 80:13 85:14 86:10 <b>we're</b> 14:2,3 16:2 29:21 31:21 33:22 42:21 52:21,22 54:16 61:5 62:7 66:18 71:4 76:22 80:1,3,3 <b>we've</b> 26:11 33:5 34:11 54:5,13 56:1 69:24 74:7 77:19 84:3 <b>what's</b> 38:23 43:14 48:13 52:7 54:2 <b>wi</b> 8:4 <b>willing</b> 77:2 <b>window</b> 73:22 74:25	<b>wisdom</b> 46:23 63:1 <b>wish</b> 16:24 17:14 18:7,20 19:5,19 20:4 20:14 69:25 <b>wishes</b> 21:12 <b>withdrew</b> 57:15 <b>withstand</b> 72:21,24 <b>won't</b> 34:2 55:25 56:24 86:13 <b>word</b> 39:7 52:13 64:8,10 <b>work</b> 14:3 24:22 42:5 68:12 82:8 84:13,17 <b>worked</b> 24:5 <b>working</b> 27:14 31:21 60:11 69:15 70:24 75:8 78:19 <b>works</b> 55:12 <b>worth</b> 50:22 76:16 <b>worthless</b> 30:2 <b>wouldn't</b> 30:1 69:4 77:16 <b>wow</b> 67:25 <b>writing</b> 34:3 40:10 <b>written</b> 24:16 <b>wrote</b> 59:20,25 63:21	<b>x</b> <b>x</b> 1:4,10 16:9 <b>y</b> <b>y</b> 16:9 <b>yeah</b> 14:17 25:9 35:17 49:16 65:6 66:4 79:4 80:15 82:20 <b>year</b> 85:14 <b>years</b> 34:25 62:17 <b>year's</b> 84:14,17 <b>yesterday</b> 66:14 <b>yield</b> 58:6 <b>york</b> 1:2,7,13 7:6,13,20 9:11 9:18 10:4,12 32:17 57:11 70:25 71:2 75:24 76:15 81:6 <b>you'll</b> 23:17 34:2 39:9 <b>you're</b> 25:3 32:25 47:21 53:3 59:22 64:12 66:8,9 67:1,20,21 68:18,20 79:7 80:19,19,20 83:25 <b>you've</b> 16:19 24:5 30:24 40:18 45:20	50:18 54:25 85:7 <b>z</b> <b>z</b> 16:9 <b>ziehl</b> 5:5,7,10 7:10 8:8 10:9 21:5,9 39:5 41:12 43:17 45:11 57:20 <b>zipes</b> 9:20 12:22 13:3 14:6,11,12,20 15:1,7,20 16:5 16:13 21:13,14 21:19 25:12 36:6,8 <b>zipes'</b> 12:24 <b>zoom</b> 33:6 <b>á</b> <b>á</b> 54:14